

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ZHU ZHAI HOLDINGS LIMITED and)	
PETER PUI TAK LEE,)	
)	
Plaintiffs/Judgment Creditors,)	
)	
v.)	Case No. 20-cv-4985
)	
STEVEN IVANKOVICH,)	Honorable Susan E. Cox
)	
Defendant/Judgment Debtor.)	

**PLAINTIFFS' MOTION TO COMPEL AND EXTEND THE HOLD ON THE WALKER
& DUNLOP FUNDS**

Plaintiffs/Judgment Creditors, ZHU ZHAI HOLDING LIMITED and PETER PUI TAK LEE, by their attorneys, KONICEK & DILLON, P.C., pursuant to Federal Rules of Civil Procedure 26 and 37 and Local Rule 37.2, hereby move this Court to compel Defendant/Judgment Debtor, STEVEN IVANKOVICH, to produce all documentation evidencing any and all transfers made by Judgment Debtor to or from entities he owned, operated, managed, maintained, controlled, had an interest in or was a signatory to from 2018 to present and to extend the hold on the Walker & Dunlop funds. In support thereof, Judgment Creditors state as follows:

FACTS

A. Judgment Creditors Obtain a Judgment Against Judgment Debtor and Judgment Debtor Produces Personal Financial Statement Evidencing Amount of Net Worth

On August 17, 2021, Judgment Creditors obtained a judgment in the amount of \$4,503,842.00 (the "Judgement") against Judgment Debtor. (Dkt. 92). Later, the Judgment Debtor provided Judgment Creditors with an August 26, 2020, sworn personal financial statement in response to a citation issued to Judgment Debtor. (Ex. 1, Judgment Debtor's Personal Financial

Statement).¹ The sworn personal financial statement established that Judgment Debtor had a total net worth in excess of \$55,000,000 at the time Judgment Debtor executed the personal financial statement. *Id.*

B. Judgment Debtor Testifies That He Uses Personal Finances to Fulfill “Obligations” Owed by Entities He Owns, Operates, Manages, Maintains, Controls, Has an Interest In or Is a Signatory To

On August 31, 2022, the Judgment Debtor was deposed. (Ex. 2, Deposition of Judgment Debtor). The Judgment Debtor testified that he used millions of dollars in “personal funds” to pay “obligations” owed by companies Judgment Debtor owned, operated, managed, maintained, controlled, had an interest in or was a signatory to. That is, he repeatedly used personal funds to pay obligations owed by his network of companies:

Q: So you used personal funds to pay obligations of the companies?

A: Yes.

Q: Okay. And that was through 2020 and 2021, correct?

A: It started in 2019 as well.

Q: Okay. And then – and then what – who was the one that authorized payment of your personal funds to pay obligations of the companies, it had to be you, right?

A: Yes.

Q: And how did you transfer funds to these companies – well, which funds did you pay expenses for or obligations for, which corporations?

A: All of them.

Q: And how were those funds transferred?

A: It would have been any way transferring funds. It would have been just bank transfers, wire transfers, check, you know, any means people use to pay bills.

Id. at 50:12 – 51:3.

¹ This exhibit is submitted *in camera* as it has been designated as confidential.

Indeed, Judgment Debtor moved over \$11 million of his own liquid assets to pay bills owed by entities he controlled or had an interest in:

Q: And then if you go down to Schedule B, it talks about “Marketable Securities, Stocks, Bonds, U.S. Government” and the total market value you have is \$11 million, do you see that?

A: Yes.

Q: This is again on your personal financial statement?

A: Yes.

Q: And today, Mr. Ivankovich, do you still have that \$11 million in marketable securities, stocks, bonds, and U.S. government?

A: No.

Q: Okay. And are you telling me that between again 2020 and today August 2022, all of that money was transferred out?

A: It was used to pay bills.

Q: Okay. And what bills was it used to pay?

A: Payroll for the companies, mortgage payments, reserve payments, just the expenses of the companies when everything shut down during COVID.

Id. at 51:17 – 52:9.

Judgment Debtor Ivankovich also asserted that his net worth went from \$55,000,000 to effectively zero in a short period of time because of COVID-19:

Q: So in the year from August 2020 until the end of 2021, your net worth went from approximately 55,367,404 to pretty much zero; is that right?

A: Correct.

Q: And your explanation for that is because you made transfers in order to meet the obligations of companies in which you had an interest?

A: My explanation of that is COVID.

Id. at 58:23 – 59:5.

However, Debtor Ivankovich admitted he has been involved in the movement of his personal funds among company accounts as recently as April of last year:

Q: Since April 6th of 2022, has any money been transferred out of the P2 Portfolio Managing Member LLC or Ivankovich Family LLC accounts?

A: I'm sure there was.
...

Q: Well, you were involved with them, right?

A: Yeah.

Q: And –

A: I was involved in the organization.

Q: And how much was transferred out?

A: I don't know.
...

Q: Why was any money moved?

A: Because these are companies that conduct business so to pay bills, to make investments.

Id. 71:25 – 72:13; 73:16-17.

C. Judgment Creditors Issue Rule 37 Letter to Judgment Debtor Seeking Production of Any and All Documents Evidencing Transfers Judgment Debtor Testified To During His August 31, 2022, Deposition

On February 3, 2023, counsel for Judgment Creditors wrote counsel for Judgment Debtor a Rule 37 letter requesting the production of all documentation evidencing any and all transfers made by Judgment Debtor to entities he owned, operated, managed, maintained, controlled, had an interest in or was a signatory to from 2018 to present. (Ex. 3, February 3, 2023, Letter). The letter included the above testimony in support. *Id.*

Roughly two weeks later, Gary Goldstein – a lawyer who has no formal appearance on file in this matter – called counsel for Judgment Creditor. (Ex. 4, March 1, 2023, Correspondence). Mr. Goldstein advised that the Judgment Creditor would be producing documents responsive to the Judgment Creditor’s February 3, 2023, Rule 37 letter. *Id.* On March 1, 2023, counsel for Judgment Creditor followed up with Mr. Goldstein. *Id.* The latter advised the former that the production responses would be made available to Judgment Creditor by March 8, 2023. *Id.* Thereafter, Judgment Debtor produced documents, but they were not responsive to Judgment Creditors’ requests.

D. Judgment Debtor Produces Inadequate Production Responses

The documents Judgment Debtor produced were not responsive because they were mere supplements of what Judgment Debtor had already produced in this action; namely, documents evidencing transactions for some, but not nearly all, of the entities Judgment Debtor has an interest in. Critically, the documents produced in early March did not show proof of the transactions Judgment Debtor testified to during his deposition wherein he said he used personal finances to fulfill “obligations” of entities he owned, operated, managed, maintained, controlled, had an interest in or was a signatory to.

On March 22, 2023, counsel for Judgment Creditor followed up with Mr. Goldstein as none of the production responses propounded upon the Judgment Creditor at that time evidenced the transactions that Judgment Debtor testified to during his deposition. (Ex. 5, March 22, 2023, and April 4, 2023, Correspondence). A week later, Mr. Goldstein finally responded. *Id.* In his response, Mr. Goldstein indicated that Judgment Debtor would have a further formal production response by April 4, 2023. *Id.* That date has come and gone and Judgment Debtor has still not

provided Judgment Creditor with financial documents responsive to Judgment Creditor's February 3, 2023, Rule 37 letter.

E. Judgment Debtor's Separated Wife Testifies That He Recently Bought a \$3.5 Million Yacht, Has Control Over Countless Entities and Comingles Personal and Business Finances

Importantly, on March 23, 2023, Judgment Debtor's separated wife, Ms. Jeanette Ivankovich, was deposed. (Ex. 6, Deposition of Jeanette Ivankovich). Ms. Ivankovich contradicted many of the Judgment Debtor's sworn statements. She testified that, contrary to Judgment Debtor's assertions, COVID did *not* affect their extravagant lifestyle whatsoever. Instead, if anything, Ms. Ivankovich testified there was an uptick in their lifestyle. *Id.* at 10:14-16; 11:3. For example, Judgment Debtor purchased a *\$3.5 million yacht* on September 30, 2021 (approximately one month after judgment was entered in this action):

Q: Okay. So you say here, While I am unclear of Steven's income from all sources, on or about September 30, 2021, Steven purchased a five-bedroom, 150-foot yacht for \$3.5 million. Do you see that?

A: Yes.

Q: And as far as you know, that did occur by Mr. Ivankovich?

A: Yes.

Q: And you, in fact – at that time were you guys still together, or was that –

A: Yes.

Id. at 24:11-22.

According to Ms. Ivankovich, "Steven had – he has involvement in everything Atlas." *Id.* at 42:11-12. Ms. Ivankovich made clear that Judgment Debtor is involved in a plethora of Atlas entities:

Q: Okay. And what are the names of those LLCs that are under the umbrella of Atlas Alliance?

...

A: Atlas Homes, Atlas Management, Atlas, LLC, Atlas P2, P3, P4, Atlas Caribbean, Atlas – I mean, they’re all, right?

Id. at 59:9-16.

Ms. Ivankovich further testified that Judgment Debtor controlled the transfer of funds from a number, if not all, of the entities he has an interest in. *Id.* at 66:5-9; 84:3-7. Judgment Debtor’s own testimony during a trial of an action pending in New York State against one of his entities confirmed that he can move monies to and from the entities he owns, operates, manages, maintains, controls, has an interest in or is a signatory to:

Q: How is it that your counsel could represent to this Court yesterday that that entity has no assets?

A: The specific entity doesn’t, but the chain of ownership, as I said, has plenty of assets. **We could populate that entity with the signing of a pen and a phone call in a matter of minutes.**

Q: Is it your testimony, sir, in this Court under oath that you have the authority to move money as you see fit to that entity or away from that entity?

A: I don’t have the authority, **but I have the ability.**

Ex. 7, Excerpt of January 13, 2020, Trial Transcript at 304:8-17. (Emphasis added).

Additionally, the Judgment Debtor has an interest in the Ivankovich Family LLC. Ex. 6 at 42:13-24. Remarkably, Judgment Debtor and Ms. Ivankovich never had a personal bank account during their marriage. Instead, the couple’s personal finances were always comingled with the businesses Judgment Debtor owned, operated, managed, maintained, controlled, had an interest in or was a signatory to:

Q: On that, I guess, as far as when you were married, before the divorce was filed, did the – did you guys have a personal bank account?

A: No.

Q: Okay. Were all your accounts through –

A: Business.

Q: Businesses?

A: Yes.

Id. at 31:22 – 32:5.

Further, according to Ms. Ivankovich, Judgment Debtor's business expenses are comingled with his personal expenses:

Q: I think you said earlier that as far as you understood there was always somewhat of a blur between Mr. Ivankovich's personal finances and what he would take from the businesses.

A: Correct.

...

Q: But as far as you understood that the – a lot of Mr. Ivankovich's – Steven Ivankovich's business expenses were intermingled with some of the personal expenses?

A: Yes.

Id. at 33:9-13; 34:14-18.

That Judgment Debtor comingles his personal finances and business expenses is further confirmed by the fact that Judgment Debtor uses his entities to execute long-term apartment leases. For example, on May 16, 2019, Judgment Debtor executed a 24-month lease with monthly rent costing almost \$9,000 a month wherein the tenant was Atlas Holdings Investment LLC. (Ex. 8, May 2019 Atlas Lease). The lease identifies Judgment Debtor as the Manager of Atlas Holdings Investment LLC. *Id.* Later, on December 21, 2021, Judgment Debtor renewed a lease with a landlord wherein the tenant he acted on behalf of was Atlas Apartment Acquisition, LLC. (Ex. 9, December 2021 Atlas Lease). The monthly rent for said lease was \$9,000 per month. *Id.*

To date, none of the documents produced by Judgment Debtor show proof of transfers testified to by Judgment Debtor or Ms. Ivankovich. Moreover, the documents produced to date do not suggest that monies were transferred to offshore bank accounts from entities Judgment Debtor owns, operates, manages, maintains, controls, has an interest in or is a signatory to. However, it is uncontroverted that Judgment Debtor has such offshore bank accounts. Ms. Ivankovich testified that Judgment Debtor has multiple offshore bank accounts:

Q: Are there any other entities that we haven't talked about so far, Ms. Ivankovich, that your husband mentioned he had some ownership interest in or control over?

A: I did see approximately seven overseas accounts that Steven had bank numbers to on his desk. They were under the heading Overseas Accounts. They had the bank account numbers. But at this point – I took a picture of them because we were not doing well, and he had already filed for divorce a few times. And I sent it somewhere. I don't recall where I sent it just yet. But there are overseas accounts that he must have access to or otherwise he would not have had those numbers.

Ex. 6 at 43:23 – 44:13.

ARGUMENT

I. The Judgment Creditor Should Be Required to Produce Documentation of the Testified to Transactions

“Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party’s claim ... and proportional to the needs of the case.” Fed. R. Civ. P. 26(b)(1). “The scope of post-judgment discovery is broad and permits the judgment creditor to obtain information about the debtor's current and past financial assets which could reasonably lead to the discovery of concealed or fraudulently transferred assets.” *Cent. States, Se. & Sw. Areas Health & Welfare Fund v. Neurobehavioral Assocs.*, 1997 WL 757879, at *2 (N.D. Ill. Dec. 2, 1997) (citations omitted). The Federal Rules of Civil Procedure governing post-judgment discovery are “quite permissive,” generally allowing a judgment creditor to obtain discovery from any person, including the judgment debtor, as provided in the federal rules or by the procedure of the state in

which the court is located. *Leibovitch v. Islamic Republic of Iran*, 297 F. Supp. 3d 816, 825 (N.D. Ill. February 27, 2018) (citing Fed. R. Civ. P. 69(a)(2)).

§ 2-1402 of the Illinois Code of Civil Procedure provides a court with broad powers, including the power to “compel any person cited ... to deliver up any assets so discovered, to be applied in satisfaction of the judgment, in whole or in part, when those assets are held under such circumstances that in an action by the judgement debtor the debtor could recover them.” 735 ILCS 5/2-1402(c)(3). What must be alleged to pierce the corporate veil does not fall within the scope of what may be heard in a supplementary proceeding. *Star Ins. Co. v. Risk Mktg. Group, Inc.*, 561 F.3d 656, 660 (7th Cir. 2009). The only relevant inquiries in supplementary proceedings are (1) whether the judgement debtor is in possession of assets that should be applied to satisfy the judgment or (2) whether a third party is holding assets of the judgement debtor that should be applied to satisfy the judgement. *Id.* at 660-61.

Here, the Judgment Debtor’s testimony highlighted above establishes that he used his many millions of dollars of personal liquid assets to pay “obligations” of companies he owned, operated, managed, maintained, controlled, had an interest in or was a signatory to. However, the fact remains that Judgment Debtor was unable (or unwilling) to recall with specificity which entities’ obligations were paid with his personal assets and when. Additionally, it is irrefutable that Judgment Debtor comingles his personal and business finances to fund his extravagant lifestyle and to pay for high-end rental units. Given this, there must be financial documents evincing proof of as much. However, to date, Judgment Debtor’s counsel has failed to produce documents responsive to the Judgment Creditors’ February 3, 2023, letter requesting the production of said transactions.

The documentation of said transactions is highly relevant to the Judgment Creditors' claim against the Judgment Debtor. The transactional documents will allow the Judgment Creditors to establish that Judgment Creditor was both in control of the companies that he used his personal assets to pay obligations for and or that Judgement Creditor simply used said companies to hold his own personal assets in an effort to avoid paying the instant judgment. Therefore, this Court should compel Judgment Debtor to produce said transactions as they are relevant pursuant to Rule 26 and this proceeding more generally.

Finally, Plaintiffs ask that this Court extend the hold on the frozen Walker & Dunlop funds due to Plaintiffs' difficulty in obtaining the aforementioned transactional documents. In short, Plaintiff has shown there is good cause for this Court to require Walker & Dunlop to hold the funds for an extended period of time. See Ill. S. Ct. R. 277(f) (permitting the Court to "grant extensions ... as justice may require.").

WHEREFORE, Plaintiffs/Judgment Creditors, ZHU ZHAI HOLDING LIMITED and PETER PUI TAK LEE, respectfully request this Court enter an order extending the hold on the Walker & Dunlop funds and requiring Judgment Debtor to produce the following:

1. Documentation evidencing any and all transactions made by Judgment Debtor to or from entities he owned, operated, managed, maintained, controlled, had an interest in or was a signatory of from 2018 to the present;
2. Documentation evidencing any and all transactions made by Judgment Debtor to or from the following entities from 2018 to the present:²

- Overlook Managing Member LLC
- PILGRIM Windtree LLC

² Attached hereto is Plaintiffs' Exhibit 10. Of import, said exhibit is from the website <https://opencorporates.com>. A search of "Steven Ivankovich" on the website indicates that Judgment Debtor is or was an officer of at least 115 different entities. It is immaterial that many of the entities are inactive as the inactive entities might still conduct transactions or maintain bank accounts.

- PILGRIM Coulter LLC
- PILGRIM Warrick LLC
- PILGRIM Caribbean Isle LLC
- PILGRIM Forest Park LLC
- Alliance HTTX GP, LLC
- Alliance HTFL GP, LLC
- Alliance HTTX Limited Partnership
- Alliance HTFL Limited Partnership
- Atlas Apartment Acquisitions LLC
- Atlas Apartment Homes LLC
- 2519 Halsted Properties LLC
- Tyler Atlas, LLC
- Alliance SH 2GP, Inc.
- IMG Marine LLC
- J&S Family LLC
- Atlas Residential Solutions Management UK Limited
- Atlas Residential LLC
- Alliance Residential Management LLC
- April 2022 Sale of PILGRIM Caribbean Isle LLC, PILGRIM Forest Park LLC and Cypress Lakes
- Glencoe Family LLC
- A&O Family LLC
- Consilient Holdings Investments LLC
- Atlas P2 Managing Member LLC
- Atlas Holdings Investments LLC

3. Documentation evidencing any and all transactions made by Judgment Debtor to or from JP Morgan Chase & Co. from 2018 to the present.

Dated: April 24, 2023

Respectfully submitted,

/s/ Amir Tahmassebi
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing was filed with the Court on April 24, 2023, causing all counsel of record to be served via the Court's CM/ECF filing system.

/s/ Amir R. Tahmassebi
Amir R. Tahmassebi

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ZHU ZHAI HOLDINGS, LIMITED, and	}	No. 20 C 4985
PETER PUI TAK LEE,		
Plaintiffs,		
v.		
STEVEN IVANKOVICH,	}	August 31, 2022 Chicago, Illinois 9:17 a.m. Citation Hearing
Defendant.		

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE SHARON JOHNSON COLEMAN

APPEARANCES:

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EXHIBIT

2

1 APPEARANCES CONTINUED:

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BY: MR. MICHAEL WILLIAM DEBRE, III
MR. CECILIO IVAN PORRAS

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1 THE CLERK: 20 CV 4985, Zhu Zhai Holdings Limited
2 versus Ivankovich.

3 THE COURT: All right. Plaintiff, go ahead.

4 MR. TAHMASSEBI: Good morning, Your Honor. Amir
5 Tahmassebi on behalf of the plaintiff.

6 MR. LAMMERS: Good morning, Your Honor. Steve
7 Lammers on behalf of the plaintiffs.

8 THE COURT: All right. Thank you. Defense.

9 MR. WANDNER: Good morning, Judge. Good to see you
10 again. Jason Wandner on behalf of Mr. Ivankovich.

11 THE COURT: Hello.

12 MR. DEBRE: Good morning, Your Honor. Michael Debre
13 on behalf of the third party LLCs.

14 THE COURT: All right. Thank you.

15 MR. PORRAS: Good morning, Your Honor. Cy Porras on
16 behalf of the third party LLCs as well.

17 THE COURT: All right. Thank you. And again, we do
18 have Mr. Ivankovich here. That's the first step I guess,
19 correct, Counsel?

20 MR. TAHMASSEBI: I agree, Judge.

21 THE COURT: All right. And have you all made your
22 arrangements to, to do what you need to do?

23 MR. TAHMASSEBI: We're prepared to go forward with
24 the examination of Mr. Ivankovich.

25 THE COURT: All right. Mr. Ivankovich -- do we know

1 approximately how long it's going to take? Because I may have
2 to take some breaks depending on what's going on.

3 MR. TAHMASSEBI: I don't anticipate it going any more
4 than two hours, Your Honor. And it could be --

5 THE COURT: Well, we will not -- we're going to have
6 to take breaks.

7 MR. TAHMASSEBI: Okay.

8 THE COURT: Because I have other cases, and I'm the
9 emergency judge.

10 MR. TAHMASSEBI: Okay.

11 THE COURT: So we actually pushed -- and that's for
12 my whole -- for the next couple weeks, so okay. All right.
13 Step over here, sir, Mr. Ivankovich.

14 MR. TAHMASSEBI: Yes, Judge, I have an exhibit binder
15 for you as well.

16 THE COURT: All right.

17 MR. TAHMASSEBI: I'm going to try to do it
18 electronically too.

19 THE COURT: Come on over here, sir. Go all the way
20 at the end.

21 STEVEN IVANKOVICH, PLAINTIFFS' WITNESS, DULY SWORN

22 THE COURT: All right. You can step on up, sir.

23 MR. PORRAS: And, Your Honor -- excuse me. Cy Porras
24 here on behalf of the third party LLCs.

25 THE COURT: Yes.

Ivankovich - direct by Tahmassebi

1 MR. PORRAS: Just as a general housekeeping matter,
2 there are three pending motions before the Court. So we know
3 kind of what to expect, does the Court anticipate hearing those
4 today? We think that they're ripe for hearing. They're fully
5 briefed, and we're prepared to move forward.

6 THE COURT: If they're fully briefed, which I believe
7 they are, the Court will decide whether or not I need any
8 argument further today. Other than that, though, the Court
9 will issue rulings on everything that I need to do. Okay?

10 MR. PORRAS: Thank you.

11 THE COURT: All right. Anytime you're ready, sir.

12 MR. TAHMASSEBI: Bear with me one second. I want to
13 pull this up.

14 DIRECT EXAMINATION

15 BY MR. TAHMASSEBI:

16 Q Can you go ahead and state your name, please, sir.

17 A Steven Ivankovich.

18 Q And where do you currently reside, Mr. Ivankovich?

19 A In Florida.

20 Q And what's your address in Florida?

21 A 791 Crandon Boulevard.

22 Q Is that a home or an apartment, a condo?

23 A It's a condo.

24 Q And do you own that condo?

25 A No.

Ivankovich - direct by Tahmassebi

1 Q Is it a lease on your part? Do you lease it?

2 A No.

3 THE COURT: Can we have a city.

4 THE WITNESS: Key Biscayne.

5 THE COURT: Thank you. Go ahead.

6 MR. TAHMASSEBI: Thank you.

7 BY MR. TAHMASSEBI:

8 Q Do you pay any rent to stay in that condo?

9 A No.

10 Q Who is it owned by?

11 A I believe it's owned by my parents.

12 Q And do you reside there alone, with family?

13 A Sometimes alone. Sometimes with family.

14 Q And when you say sometimes with family, is that your wife
15 or children or your parents?

16 A Everybody.

17 Q And I don't want to get into your personal life, Mr.
18 Ivankovich, but it could be somewhat relevant --

19 THE COURT: Oh, yes, we do. Right. I mean, what are
20 we doing here?

21 MR. TAHMASSEBI: That's what we're here for.

22 THE COURT: All right.

23 MR. TAHMASSEBI: You'll see what I mean, Judge, when
24 I ask the next question.

25 THE COURT: I understand, but I'm just saying. Okay.

Ivankovich - direct by Tahmassebi

1 Go ahead.

2 BY MR. TAHMASSEBI:

3 Q You -- I had heard from this being continued before that
4 you were going through a divorce. Is that still pending?

5 A Yes.

6 Q Is it finalized, or are you still currently married to
7 your wife?

8 A I'm still currently married.

9 Q I kind of want to jump right into it, Mr. Ivankovich. I'm
10 going to show you -- and there's a binder up there that has the
11 exhibits in it, and I'm also going to pull them up on the
12 screen, but I want to start with -- Judge, and if it's okay to
13 publish this. There's no jury here, so I'd assume it's okay,
14 yes.

15 THE COURT: Okay.

16 BY MR. TAHMASSEBI:

17 Q I'm going to start with what's marked as Exhibit 3. This
18 is a document that was produced in the course of discovery in
19 this action prior to the judgment. And if you look, Mr.
20 Ivankovich, it's titled Personal Financial Statement, Steven
21 Ivankovich, August 2020. Do you see that?

22 A Yes.

23 Q And then about two-thirds down there is a signature?

24 A Yes.

25 Q Is that your signature?

Ivankovich - direct by Tahmassebi

1 A It appears to be, yes.

2 Q And then the date of that is August 26th of 2020. Do you
3 see that?

4 A I do see the date, yeah.

5 Q All right. And then below it --

6 MR. TAHMASSEBI: And, Judge, just for the record,
7 this is the complaint in this case. And I'd ask the Court to
8 take judicial notice it was filed on August 24th of 2020. It's
9 docket entry No. 1.

10 THE COURT: All right. The Court will take judicial
11 notice of the record.

12 BY MR. TAHMASSEBI:

13 Q And then below your name, you say, "I, Steven Ivankovich,
14 certify that this financial statement dated March 9th," 2000 it
15 says 2, but I believe that's an error, it should be '22, "is
16 true, accurate, and fairly represents my financial condition."

17 Do you see that, sir?

18 A I do see this, yes.

19 Q And feel free to look through the document, if need be.
20 But you reviewed this financial -- this personal financial
21 statement before signing it?

22 A I don't -- where does this come from?

23 Q This is a document that was produced by your lawyers in
24 this litigation, and I can show you if you look there's a Bates
25 stamp number Ivankovich 248.

Ivankovich - direct by Tahmassebi

1 A Okay.

2 Q So you would have reviewed this personal financial
3 statement before you signed off on it for accuracy, right?

4 A Yes, but this doesn't look correct, I mean, in the sense
5 that the bottom part --

6 THE COURT: Hold on one second.

7 (Brief pause.)

8 THE WITNESS: I wouldn't have signed a document -- I
9 mean, it looks, it looks like --

10 THE COURT: Okay. Hold on one second, sir. Ask a
11 question, and then, sir, you have to answer his question. You
12 can't have sort of a conversation. Either you can say I don't
13 know what this is, but you can't just freestyle. Okay.

14 THE WITNESS: I don't believe this document is
15 something I would have reviewed or is accurate.

16 THE COURT: All right.

17 BY MR. TAHMASSEBI:

18 Q Is that your signature, Mr. Ivankovich, on the first page?

19 A Yes, it appears to be a cut and paste of an electronic
20 signature.

21 Q All right. And then let's just -- let's look at this
22 personal financial statement from August 26th.

23 THE COURT: Excuse me one second.

24 MR. TAHMASSEBI: Sure, Judge.

25 THE COURT: Once again, sir, he asked you if that was

Ivankovich - direct by Tahmassebi

1 your signature. Do not give an explanation about it appears to
2 be a cut and paste. It's either a signature or it isn't, and
3 then your lawyers can come back and clean it up, and then you
4 can get into a cut and paste, but you are not an expert.

5 THE WITNESS: It appears to be a, a representation of
6 my signature, yes.

7 THE COURT: All right. Thank you. I'll accept that
8 answer.

9 MR. TAHMASSEBI: Thank you, Judge.

10 BY MR. TAHMASSEBI:

11 Q And I want to just look at this personal financial
12 statement that bears your signature. And I want to start
13 with -- I'm sorry. Let me go back. With the very beginning --
14 with the very top. Okay. There's a, there's a home address
15 listed at 791 Crandon Boulevard, Key Biscayne, Florida. Do you
16 see that?

17 A Correct.

18 Q And is that where you resided in August of 2020?

19 A Yes.

20 Q And then it lists as -- if we go to the second column, it
21 has your birth date of February 14th, 1970. Is that accurate?

22 A Yes.

23 Q And your home phone as (***)***-**-****, excuse me. Is
24 that accurate?

25 A Yes.

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1 Q All right. And then it talks --

2 THE COURT: Excuse me one second.

3 MR. TAHMASSEBI: Sure, Judge.

4 THE COURT: The court reporter will strike the phone
5 number. Giving the actual numbers is not necessary and does
6 not need to be on the record. It's stricken.

7 MR. TAHMASSEBI: I apologize, Judge. That's true.

8 THE COURT: All right. Go ahead.

9 BY MR. TAHMASSEBI:

10 Q And then it talks about your annual gross salary as of
11 August of 2020 at 250,000. Is that accurate?

12 A I, I don't recall.

13 Q And it says date of will and/or trust. The answer is
14 various. Do you have various, or did you in August of 2020
15 have various wills and trusts?

16 A I don't recall if in 2020 I did. But I did at some point
17 have various trusts, yes.

18 Q Okay. Thank you. And was the name of the executor and/or
19 trustee Anthony Ivankovich?

20 A On one of them, yes.

21 Q And is that your brother, sir?

22 A That's my father.

23 Q Your father. Okay. I want to look at page 2. The first
24 part I want to draw your attention to is the income statement
25 for the year ending 2019.

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1 Let me ask you this: Let me back up. Did you have
2 any accountants that did work for you in the year 2019?

3 A For me personally?

4 Q Yes.

5 A Yes.

6 Q Okay. And you actually in the year 2019 had a number of
7 financial statements put together for certain investments,
8 isn't that correct?

9 A I don't recall.

10 Q Do you recall signing guarantees where you represented
11 that you would be presenting personal financial statements?

12 A No.

13 MR. TAHMASSEBI: Judge, I'm going to tender another
14 exhibit. For the record, Your Honor, I'm tendering to the
15 witness and the Court and opposing counsel what's called a
16 Limited Guaranty dated January 26th, 2019. I've marked it as
17 Exhibit 15 for identification.

18 THE COURT: Are these the same two you've given to
19 me?

20 MR. TAHMASSEBI: Oh, I'm sorry. One was for the
21 witness, Judge. I apologize.

22 THE COURT: All right. I was wondering. Thank you.
23 I gave the witness the unhighlighted one.

24 MR. TAHMASSEBI: Oh.

25 THE COURT: Or do you want him to have the

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1 highlighted one?

2 MR. TAHMASSEBI: No. The unhighlighted one is fine,
3 Your Honor. Thank you.

4 BY MR. TAHMASSEBI:

5 Q If you go to the last page of Exhibit 15, the guaranty.

6 A Can I please have a moment to read this.

7 THE COURT: He's just directing you to where you need
8 to go. And then, yes, you can read it as he asks you to read
9 it. All right.

10 BY MR. TAHMASSEBI:

11 Q So it's the second to last page.

12 THE COURT: He wants to take you to the exact place
13 he's asking a question about. Go ahead, Counsel.

14 BY MR. TAHMASSEBI:

15 Q Okay. Thank you. Is your signature on the second to last
16 page?

17 A It appears to be, yes.

18 Q And then did you sign this document on or around
19 January 26th of 2019?

20 A I don't recall.

21 Q And then if you go, sir, to page 4 of Exhibit 15.

22 THE COURT: Counsel, before you want to go to the
23 next question --

24 MR. TAHMASSEBI: Yes.

25 THE COURT: -- you asked -- gave him a specific date.

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1 Do you want -- if he doesn't recall, do you want to refer to
2 somewhere else in the document that might have the date as
3 opposed to letting it hang there? How about the first page?

4 MR. TAHMASSEBI: Thank you, Judge.

5 BY MR. TAHMASSEBI:

6 Q The first page it says Limited Guaranty. And it says,
7 this Limited Guaranty is made as of 26th day of January 2019 by
8 Steven Ivankovich, an individual. And it goes on to discuss
9 the creditor Mr. Pete -- Lee, Peter Pui Tak.

10 Does that refresh your recollection, sir, of the time
11 when you signed this document?

12 A No.

13 Q And then if you look at page 4, paragraph 9. Let me back
14 up. I apologize. Let me back up. Back to page 1.

15 Did you make a guaranty as it references in paragraph
16 1 under guaranty of a million dollar loan that was received by
17 an entity that you had an interest in on or around January 26th
18 of 2019?

19 A I did, but I never received the million dollars.

20 Q And then if you go to paragraph 9. So I'm clear, it's
21 your sworn statement that neither you or any of your entities
22 ever received the million dollar loan?

23 A I've never received a million dollars from Mr. Lee.

24 Q Paragraph 9 is titled Guarantor's Warranties and
25 Representations. Guarantor hereby warrants and represents unto

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1 creditor that all financial statements, balance sheets, net
2 worth statements, and other financial data, however designated,
3 which have there -- heretofore been furnished to creditor with
4 respect to any guarantor by or any -- by or on behalf of any
5 guarantor and accurately -- fairly and accurately present the
6 financial condition of such guarantor.

7 Do you see that?

8 A Yes.

9 Q Did you as required by this guaranty signed by you provide
10 accurate financial statements, balance sheets, and net worth to
11 Mr. Lee?

12 A No, I don't recall ever supplying financial statements to
13 Mr. Lee.

14 Q Okay. If we can go back to Exhibit 3. And I want to draw
15 your attention to page 3 of the personal financial statement.
16 And if we look at specifically the balance sheet, and we can
17 look at the schedules too, but I don't know if that's going to
18 be necessary, I want to look at the assets in dollars, omit
19 cents that are referenced here.

20 It says cash and short term investment Schedule A,
21 \$1,103,196. Do you see that?

22 A I do.

23 Q And then marketable stocks and bonds including government
24 securities, and it's listed at 11 million that you had on your
25 personal financial statement in August of 2020, correct?

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1 A Yes, that's what it says on this document.

2 Q And then the total liquid and marketable assets on your
3 signed personal financial statement is \$12,103,196, correct?

4 A Correct.

5 Q And then if we look at the completion of the balance
6 sheet, on the right-hand column there's liabilities listed, and
7 then under the signed personal financial statement your net
8 worth as of August 26th, 2020, was \$55,367,404; correct?

9 A I don't believe that's correct.

10 Q Why do you believe this document is incorrect, Mr.
11 Ivankovich?

12 A Well, in looking at it, and I'd have to study it more
13 closely, I believe this is a document from March 1, 2020. If
14 you go to the first page where my signature is, it -- where it
15 says 202, it look likes -- it looks like that was either
16 entered after the fact or some previous document that the 2020
17 got erased. And if you scroll down to the page you
18 highlighted, in the marginalia it says that there is zero
19 balance on the credit cards as of March 1st, 2020.

20 So it appears this isn't my statement from August,
21 but some altered version of my statement from March 1st, 2020.

22 Q Well, if you go to page --

23 A And it doesn't -- and it also doesn't jive with the second
24 page where it says year ending for 2019. It looks like that
25 page was slip sheeted into some -- again, some previous version

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1 of my financial statement, so I, I can't say. This doesn't
2 look at all like an August 2020 document, but some doctored
3 version of a March 2020 statement. Yeah, if you scroll down
4 right there.

5 Q So I don't want to split hairs with you. I do want to
6 point out, though, if you look at page 2 of the document --

7 THE COURT: When you say the document, let's be
8 specific on which one.

9 MR. TAHMASSEBI: Thank you, Judge.

10 BY MR. TAHMASSEBI:

11 Q Page 2 of Exhibit 3, the personal financial statement.
12 About three quarters of the way down there's an asterisk.
13 There's two at -- there's one at the beginning, there's a
14 second one, and then there's a third one. And I can highlight
15 it for you.

16 A Correct.

17 Q And the third one states about midway through, Neither the
18 vehicle, TRG International period. And then it says there is a
19 zero balance on the credit cards as of August 1st, 2020.

20 A No. What you have in front of me says there's a zero
21 balance on the credit cards as of March 1, 2020. Yep.

22 Again --

23 Q I've highlighted it for you.

24 THE COURT: Sir, there's not a question. Wait.

25 THE WITNESS: I see, I see that --

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1 THE COURT: Sir.

2 THE WITNESS: I see that on this page, yes.

3 THE COURT: There's not a question right now.

4 THE WITNESS: Okay.

5 THE COURT: Go ahead.

6 BY MR. TAHMASSEBI:

7 Q So at least there is reference to the August time period
8 in more than one place in this personal financial statement, we
9 agree now?

10 A There is a reference on page 1 for August 26th, 2020. And
11 the reference you're showing me is August 1, 2020.

12 Q Two references to an August 2020 date?

13 A Yes.

14 Q All right. Now, so to go back to what you were saying,
15 Mr. Ivankovich, you believe this is actually a personal
16 financial statement of March 2020. Is that your testimony?

17 A It, it -- it could be.

18 Q And as of March 2020 then, let's go back to my prior
19 question, if we look at your balance sheet, you believe this is
20 from March 2020. Then as of March 2020 your net worth is
21 listed at \$56,387,404, right?

22 A It could have been, yes.

23 Q Well, I would expect you had some idea of what your net
24 worth was in 2020 -- in 2019, 2020 when you're entering into
25 the P5 Portfolio real estate deal, right?

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1 A It could have been in that range. I'd need to have my
2 exact financial statement in front of me to give you a correct
3 answer.

4 Q Well, we are looking at a signed document from you that
5 says personal financial statement. And it indicates a \$56
6 million net worth.

7 A Yeah, I'm not sure this signed document is something I
8 would have signed given the discrepancies in it.

9 Q Are you familiar with a company called Walker Dunlop?

10 A I am.

11 Q And, in fact, you received a rather sizable loan from
12 Walker Dunlop in 2019?

13 A No, that's not accurate. The loan was made by a company
14 called Varadero I believe.

15 Q Affiliated with Walker Dunlop, right? Walker Dunlop was
16 the broker for the loan?

17 A I don't know the relationship.

18 Q All right. Let's take a look at Exhibit No. 6. Exhibit 6
19 is a document titled Asset Summary, and it talks about Atlas P5
20 Portfolio.

21 A That's correct.

22 Q And you're an owner in Atlas P5 and the companies that are
23 involved in Atlas P5 Portfolio?

24 A Indirectly, yes, through a series of companies.

25 Q And Atlas -- just tell the Court what Atlas P5 Portfolio

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1 is.

2 A It's a group of five apartment buildings -- a portfolio of
3 five residential apartment buildings.

4 Q And have you seen this document before that's marked as
5 Exhibit No. 6?

6 A No.

7 Q Did you assist in providing information to Walker Dunlop
8 in order to create Exhibit No. 6?

9 A I don't know. I've never seen this document. I don't
10 know what information I would have provided.

11 Q Well, did you provide Walker Dunlop with information about
12 your net worth?

13 A Yeah, at some point I probably did.

14 Q Okay. And when you provided Atlas information about your
15 net worth, were you accurate in the information that you
16 provided?

17 A I'd have to see what information you're referring to, but
18 I've never, I've never provided inaccurate information to a
19 lender.

20 Q That's what I mean. You either did provide it accurately
21 or didn't. You don't need to see it if you --

22 A I, I provide accurate information.

23 Q Okay. You provide entities like Walker Dunlop who are
24 going to assist you in a real estate deal accurate financial
25 information, right?

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1 A Yes.

2 Q And you do the same for all of your lenders, Mr.

3 Ivankovich, correct? You like to provide accurate financial
4 information, right?

5 A Correct.

6 Q And when you sign a personal financial statement, whether
7 it's in March of 2020 or August of 2020, you would want to make
8 sure that personal financial statement is accurate before you
9 signed off on it, right?

10 A When I do sign a document, yes.

11 Q If we can turn to page 12 of Exhibit 6. And if we look
12 midway down on page 12, there's a bold thing that says
13 guarantor. I've got it pulled up for you here. And the name
14 is Steven Ivankovich. That's you, right? You were the
15 guarantor of a loan?

16 A Correct.

17 Q And that was related to the P5 Portfolio?

18 A Yes.

19 Q The same one that the plaintiffs in the case also loaned
20 you money for, correct?

21 A I don't believe they loaned me money for this portfolio.

22 Q Okay. Just so I understand, it's your sworn testimony --
23 you understand who the plaintiffs are in this case, right, the
24 Zhu Zhai Holding Company and Peter Lee?

25 A Yes.

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1 Q It's your sworn testimony you never received funds from
2 them or any of the entities they are involved in relating to
3 the P5 Portfolio, is that correct?

4 A No, it wasn't solely related to the P5 Portfolio.

5 Q Okay. So let's, let's -- let's be clear then. You did
6 receive some funds?

7 A I received some funds, correct.

8 Q For the P5 Portfolio?

9 A Not specifically for the P5 Portfolio, no.

10 Q What were the funds for, Mr. Ivankovich, so we're not
11 going back and forth?

12 A The funds were part of a public offering to, to underwrite
13 a public offering of parts of the Atlas business for a listing
14 on the Hong Kong Stock Exchange.

15 Q And some of those funds related to the P5 Portfolio, but
16 not all, that's what you're telling me?

17 A I don't think any of the funds related to the P5
18 Portfolio. It was purely for a listing on the Hong Kong Stock
19 Exchange.

20 Q Did you ever use those funds for that?

21 A Yes.

22 Q Now, look, Mr. Ivankovich, at the -- back to Exhibit No.
23 6, page 12. If you look at what I highlighted, Walker Dunlop
24 says net worth \$42.7 million, cash slash cash equivalency,
25 \$12.1 million. Do you see that?

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1 A Yes.

2 Q Is that information about your net worth and about your
3 cash, cash equivalents that you would have provided to Walker
4 Dunlop?

5 A As of January 2019 I don't know specifically. It could be
6 in the range. I would need to go back and look at a financial
7 statement from that time period.

8 Q Okay. Well, you don't have any reason to believe that
9 anybody from Walker Dunlop would misrepresent what you told
10 them about your net worth or 12.1 million in cash that you had,
11 do you?

12 A I don't.

13 Q And then -- and I'll move on from this, but if we look
14 then another paragraph down, so we are a little more precise,
15 here they say in this document Mr. Ivankovich reports his
16 tangible net worth and liquidity to be 42.7 million and
17 12.1 million respectively as of January 2019. Do you see that?

18 A Yes.

19 Q And is that something that you reported to Walker Dunlop?
20 Is that an accurate statement -- sorry. Let me rephrase that.

21 Is that an accurate statement of your net worth and
22 liquidity was in -- as of January of 2019?

23 A I don't recall reporting that. And again, it could be an
24 accurate statement. I would need to go back and look
25 specifically to understand what my financial condition was on

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1 those dates.

2 Q Who was handling --

3 THE COURT: All right. One second. One second.

4 (Brief pause.)

5 THE COURT: All right. We're going to take a break.

6 All right. Sir, if you want, you can either step
7 down or sit in one of those seats right over there, and we'll
8 be right back up.

9 THE WITNESS: Thank you.

10 THE COURT: All right. Thank you.

11 (Whereupon, another matter was heard in open court.)

12 THE COURT: All right. We need one more second,
13 guys.

14 (Brief pause.)

15 THE COURT: I'll tell you what we're looking for now,
16 so the important point about this matter being here in my
17 courtroom was that we could not get this done, right.
18 Otherwise it's a straight up deposition.

19 MR. TAHMASSEBI: Right.

20 THE COURT: And so we are trying to find a court
21 reporter because I have an emergency TRO that I am taking. I
22 have to hear, and that's going to be coming up at --

23 THE CLERK: 11:00 o'clock.

24 THE COURT: At 11. But before that, I have a couple
25 of other cases that have to be heard. And so we're trying to

1 work around this. But we have a place where you can go with a
2 court reporter and finish this up so it's not a wasted trip.
3 He's already been sworn in. He's under oath. You go ahead and
4 finish that today, and that will -- it can still be done in the
5 same time period. It just won't be me sitting there. You'll
6 be doing a regular deposition. Counsel.

7 MR. WANDNER: Yes, Judge. That's fine. Obviously we
8 all appreciate Your Honor's time, and you're a servant to the
9 public and everybody else has, has rights -- access to you as
10 well. Just housekeeping. I anticipated, perhaps I was
11 misguided in that, that this was going to be happening this
12 morning and over and done this morning based upon I think what
13 the guidance we had gotten from the Court when set.

14 THE COURT: When you say over and done?

15 MR. WANDNER: This aspect of the deposition.

16 THE COURT: Yes, and be done this morning. That's my
17 intent.

18 MR. WANDNER: Right. So --

19 THE COURT: That's why I want it to be done, yes.

20 MR. WANDNER: Just, just because counsel had
21 indicated two hours, you know, that's fine. I have a 12:30
22 Zoom hearing in a case from Miami, and I have a 1:30 flight
23 back home. So again, he has a right to do what he's doing. I
24 have no problem with that. I just want to make sure that --

25 THE COURT: You have some time concerns.

1 MR. WANDNER: -- when we're not, when we're not in
2 front of you, that it goes efficiently and ends in a time that
3 I can get what I have to do with my other matters done. That's
4 all I'm saying.

5 THE COURT: Well, you definitely have a right to say
6 that, Counsel. It's also just not up to counsel. It's up to
7 your client.

8 MR. WANDNER: I understand.

9 THE COURT: So, you know, depending on some of the
10 answers to some of the questions, it may take more time for him
11 to get the information or at least to get an answer that he is
12 trying to get. If your client keeps saying I don't understand
13 or I don't know if this is my signature or I don't remember
14 talking to somebody, if he keeps saying that, I mean, that's
15 his right. That's going to be part of the transcript that I
16 review too.

17 MR. WANDNER: Of course.

18 THE COURT: So but, you know, that's where we are.
19 Is that what you would be saying, Counsel? But you also do --
20 I would say you're going to be in one of my rooms. They're
21 trying to find a court reporter during Labor Day week, and so
22 we're doing our best to find that. But right now I have to
23 continue with my call, and I am emergency judge. And again, a
24 lot of the judges are gone. That's why I'm emergency judge.

25 MR. WANDNER: May I make one suggestion.

1 THE COURT: Before you do ...

2 MR. WANDNER: Yes, ma'am.

3 THE COURT: Go ahead, Counsel.

4 MR. TAHMASSEBI: No, I -- and that's part of the
5 problem, Judge. I'm having to go to other documents to get
6 confirmation on information that I -- was part of what should
7 have been up front. But, in any event, I understand Mr.
8 Ivankovich made the trip. We've made some progress. I would
9 just as soon come back before Your Honor, because I do
10 antici --

11 THE COURT: Counsel. Counsel.

12 MR. TAHMASSEBI: Even not today, but whenever --

13 THE COURT: No, we have him here.

14 MR. TAHMASSEBI: Okay.

15 THE COURT: He's finishing it today.

16 MR. TAHMASSEBI: Okay.

17 THE COURT: All right. So you figure that out.
18 You've got a partner. You guys figure it out. Anything else?

19 MR. WANDNER: No, Judge.

20 THE COURT: All right. Yes. All right. We're
21 getting ready to start this. As soon as we see the phone
22 numbers pop up, we'll get this phone one out of the way, and
23 you can keep going.

24 MR. TAHMASSEBI: Okay. Great.

25 THE COURT: All right.

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1 (Short break taken.)

2 THE COURT: Is everybody going to be here on Ligas,
3 or are they going to be on the phone, Counsel?

4 MR. TAYLOR: Barry Taylor on behalf of the plaintiffs
5 in Ligas. My understanding is everyone is coming in for the
6 status.

7 THE COURT: All right. So we're going to go ahead
8 and go on with our testimony for a little while. All right.
9 Go ahead, Counsel.

10 MR. TAHMASSEBI: Thank you, Judge.

11 BY MR. TAHMASSEBI:

12 Q Mr. Ivankovich, I want to go back to now Exhibit No. 3,
13 which is the personal financial statement. And we had a little
14 bit of a back and forth of whether it was signed in March of
15 2020 or August of 2020.

16 In any event, I want to be clear that whether it was
17 March of 2020 or August of 2020, your net worth was reported
18 around \$56,367,404 according to the personal financial
19 statement, correct?

20 A Correct.

21 Q And then if we turn to Exhibit 7, Exhibit 7 is a document
22 titled a Complete Guaranty. And if you go to the back of
23 Exhibit 7 -- excuse me, let me just be clear. And it's dated
24 June 18th of 2019. And you are listed as the guarantor, Walker
25 Dunlop is listed as the lender. And then if you can go to the

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1 last page and just confirm that that is your signature as
2 guarantor, and it looks like it was notarized actually on
3 August 16th of 2016.

4 A You mean the document that says Completion Guaranty, not
5 Complete Guaranty?

6 Q Completion Guaranty. Thank you.

7 A Yes, correct, that is my signature.

8 Q All right. And then the -- if you look under Section 1.2,
9 definition of guaranteed loan obligations, it says, In order to
10 induce the Lender to loan Borrower the sum of 53,200,000
11 evidenced by a secured promissory note, and it goes on to talk
12 about this guaranty. You've seen this document before,
13 correct?

14 A I must have at some point, but I don't recall it
15 specifically.

16 Q And then if you look at page 10, Section 3.4, again, this
17 is a representation made by you. And I'm not going to read the
18 whole thing because of time, but Section 3.4 says, We agree
19 that you have sufficient -- about midway down, have property
20 and assets sufficient to repay its obligations and liabilities
21 including the Guaranteed Obligations. Do you see that?

22 A Yes, I see that paragraph.

23 Q So as of June -- excuse me. As of the time you signed
24 this document, August 16th, 2020, you were representing to
25 Walker Dunlop that you personally, Mr. Ivankovich, had

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1 sufficient assets and funds to repay a 53 -- \$53,200,000 loan,
2 right?

3 A No, that's not what this document says.

4 Q Well, the loan received was 53,200,000, right?

5 A It seems to be, yes.

6 Q Okay. And you received those funds. That's not a small
7 sum of money. I would expect you would have remembered if you
8 or one of the entities you controlled received those funds,
9 right?

10 A I didn't receive those funds, but one of the entities that
11 I was an executive --

12 Q Okay. And then you, you in signing this --

13 MR. WANDNER: Judge, I'd ask that he be allowed to
14 finish his answer, please.

15 MR. TAHMASSEBI: Oh, I'm sorry. I didn't mean to cut
16 him off.

17 THE COURT: Oh, okay. He says he didn't mean to cut
18 him off. Go ahead, sir.

19 THE WITNESS: No, I didn't receive those funds. The
20 Alliance HTFL, LLC received those funds.

21 BY MR. TAHMASSEBI:

22 Q And that's a company that you have management control
23 over, right?

24 A I am a manager -- no, I don't, I don't even think I'm a
25 manager of this company.

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1 Q Are you affiliated with it in some way, shape, or form,
2 either ownership, member, manager?

3 A No.

4 Q You have no affiliation to that company?

5 A I have an affiliation, but I'm not a member or a manager.

6 Q I want to focus on the guaranty that you signed.

7 A Yes.

8 Q Okay. And what you understood when you signed this
9 guaranty, you were saying you could guarantee repayment of the
10 loan made to the corporation?

11 A That's incorrect. The section you're referring to is
12 specifically I'm guaranteeing to proceed with and to complete
13 the construction of the required repairs and approved
14 renovations in accordance with the construction schedule and
15 plans, free and clear. This is not a financial guaranty. This
16 is a construction completion guaranty that I am undertaking on
17 behalf of the company, will complete the construction budget.
18 Not guarantee the payment of the loan. So your statement is
19 patently incorrect.

20 And if you let me read these --

21 THE COURT: Sir. Sir, this still is a deposition.
22 It doesn't mean you get to freestyle the whole time. And I'm
23 going to stop everybody because we have a court reporter. She
24 is now set up in our jury room, which is you go out the door to
25 the left, and she will be there. And it's a bigger room than

1 the witness room, so people have room to move around. And
2 there will be where you will finish the dep.

3 I know counsel expected it to take a couple of hours.
4 We have probably done about 45 minutes of actual work on this
5 thus far. And so the court reporter -- actually you all can
6 get set up. I saw her just dashing down the hall, but her
7 equipment is there, and she will be ready to proceed with this,
8 and you all can finish this. The other matters, if I need any
9 argument on the fully briefed motions, I will let you know at a
10 different time. All right. But we wanted to have this done.

11 Anything else to say plaintiff?

12 MR. TAHMASSEBI: Yes, real quick, Judge. Yes, I
13 appreciate getting this done today. We had what's triggered
14 this a motion for turnover based on, you know, certain statutes
15 and what we say he really has. And I think what might be
16 appropriate is that we amend that and put forth this testimony
17 in front of you if you think that's necessary, Judge, to
18 show -- I guess I think it would somewhat --

19 THE COURT: Well, I think that would assist if you
20 have this testimony that you didn't have before.

21 MR. TAHMASSEBI: Yes.

22 THE COURT: I think that would assist. And, you
23 know, I mean both sides will have access to get the
24 transcripts. All right. Again, these are not court ordered
25 transcripts, all right. So you guys give the ladies their

1 money. All right.

2 MR. TAHMASSEBI: We will.

3 THE COURT: All right. Yes.

4 MR. PORRAS: Your Honor, there is one thing that I
5 wanted to bring up.

6 THE COURT REPORTER: Can you just state your name
7 again, Counsel.

8 MR. PORRAS: Of course. I apologize. Cy Porras on
9 behalf of the third party LLCs. P-O-R-R-A-S is my last name.

10 Your Honor, so as we mentioned, there are three
11 motions outstanding. They're fully briefed. The Court has
12 them. However, one thing that maybe didn't come across
13 extremely clear is that this matter as it relates to the Walker
14 Dunlop funds is extremely urgent because the LLCs need those
15 funds to make payments for their bills. So I only bring that
16 up because we have an affidavit from the vice president of
17 Asset Management for one of the LLCs. The Court had previously
18 mentioned that she didn't want any more filings.

19 THE COURT: You can file it.

20 MR. PORRAS: Okay, Your Honor. Thanks.

21 THE COURT: You know, you can file it. You both will
22 be able to file within seven days. You get your transcripts,
23 you get whatever you need to get on this, the extra
24 information, within seven days get it filed. All right.

25 MR. PORRAS: Great. Thank you, Your Honor.

1 THE COURT: We'll make that part of the order, but I
2 expect you all to go right down the hall. Sir, I believe, and
3 you tell me, if I'm wrong, Yvette -- this isn't on the record.
4 This part isn't on the record.

5 (Off the record discussion.)

6 (End of proceedings in the courtroom.)

7 CERTIFICATE

8 I HEREBY CERTIFY that the foregoing is a true,
9 correct and complete transcript of the proceedings had at the
10 hearing of the aforementioned cause on the day and date hereof.

11
12 /s/TRACEY D. McCULLOUGH

September 8, 2022

13 Official Court Reporter
14 United States District Court
15 Northern District of Illinois
16 Eastern Division
17
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21
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24
25

Date

1 (WHEREUPON, an exchange of reporters took place; after
2 which the following proceedings were held in the jury room:)
3 BY MR. TAHMASSEBI:

4 Q Okay. If we can go back to Exhibit No. 6,
5 Mr. Ivankovich, the Atlas P5 Portfolio asset summary --

6 COURT REPORTER: I'm sorry, you have to speak
7 louder.

8 MR. TAHMASSEBI: Oh, I'm sorry.

9 BY MR. TAHMASSEBI:

10 Q Yeah, the asset summary, Atlas P5 Portfolio. These --
11 they list five different -- at the first page, it lists five
12 different properties, five assets, 1,208-unit Multifamily
13 Portfolio. Was this -- were these units built,
14 reconstructed, whatever the case?

15 A Were they built or reconstructed?

16 Q Yes.

17 A I don't understand the question.

18 Q Sure. Did the -- when we talk about the 448 units, 188
19 units, 152, 276, 144, were those -- are those units that
20 exist today?

21 A I believe they do exist today, yes.

22 Q Okay. And did you or any of the entities you have an
23 affiliation with have an interest in that portfolio?

24 A Yes.

25 Q Okay. And which entities -- I'm assuming because you

1 don't do anything individually that you individually had no
2 interest in that P5 Portfolio; is that accurate?

3 A Correct.

4 Q Okay. And then what entities that you are affiliated
5 with, in fact, did have an interest in the P5 -- Atlas P5
6 Portfolio?

7 A I don't know sitting here right now. I'd have to go
8 back and look at the organizational charts.

9 Q All right. Does the entity Pilgrim LLC ring a bell?

10 A Not --

11 COURT REPORTER: I'm sorry, you have to speak
12 clearer.

13 THE WITNESS: I'm sorry. Not Pilgrim LLC.

14 BY MR. TAHMASSEBI:

15 Q Pilgrim Wind Tree LLC.

16 A Yes.

17 Q Okay. That has an interest in the P5 Portfolio?

18 A I don't think so. Not directly.

19 Q Okay. Has the P5 Portfolio -- strike that. Have any of
20 the Pilgrim entities -- I'm going to list them for you --
21 Pilgrim Wind Tree, LLC, Pilgrim Coulter LLC, Pilgrim Warwick
22 LLC, Pilgrim Caribbean L -- Isle, LLC, and Pilgrim Forest
23 Park LLC, those are all entities that you have an interest in
24 through a company called Overlook Managing Member LLC,
25 correct?

1 A Correct.

2 Q Okay. And then the ownership of Overlook Managing
3 Member LLC is 95 percent you approximately, 90 -- I think
4 it's 97 percent now and the remaining percentage to a
5 gentleman named Romaniello, R-o-m-a-n-i-e-l-l-o, correct?

6 A I don't think Gary Romaniello owns any part of Overlook
7 directly.

8 Q Okay. Is your interest still in the 90, 95 percentile
9 range? Is it --

10 A Yeah. It's in the 90s. It's not 100 percent.

11 Q Okay. Who is the other member then of Outlook?

12 A There's a corporation whose name escapes me, I believe.

13 Q Now the assets listed on Exhibit No. 6, the five
14 properties, have any of those been sold since the year 2019?

15 A Yes. Caribbean Isle; Forest Park.

16 Q And when were they sold?

17 A In -- oh, I can't tell you the exact date.

18 Q Give me a ballpark.

19 A End of 2021, beginning of 2022.

20 Q And did any entities that you have an interest or
21 affiliation with receive proceeds from the sale of either the
22 Caribbean Isle or Forest Park properties?

23 A Yes.

24 Q Okay. And which entities were those?

25 A The document -- the entities you mentioned on the

1 organizational chart.

2 Q Okay. So the five entities that I mentioned each
3 received proceeds?

4 A I don't know if it would have been all five but
5 certainly some of those entities would have.

6 Q And where were those proceeds paid from, was it from
7 Walker Dunlop that ultimately paid -- in other words, who
8 sent the money, who sent the check, Walker Dunlop or some
9 other entity?

10 A Probably -- well, maybe. I don't know actually sitting
11 here where those proceeds came from.

12 Q Okay. Who at Pilgrim Wind Tree LLC would know how they
13 received the proceeds?

14 A Probably one of the attorneys that handled the closing.

15 Q Okay. Who was that?

16 A It would have been Cadwalader, Wickersham & Taft.

17 Q I'm sorry. Did you say Cad --

18 A Cadwalader, Wickersham & Taft were the attorneys --

19 COURT REPORTER: Can you spell that for me?

20 THE WITNESS: C-a-d-w-a-l-a-d-e-r, comma,
21 Wickersham, W-i-c-k-e-r-s-h-a-m, ampersand, Taft, T-a-f-t.

22 BY MR. TAHMASSEBI:

23 Q And who was the individual at that firm that handled
24 that?

25 A Okay. I don't think there was one individual. I think

1 there was numerous. I can't -- I don't even know the names
2 of the people that --

3 Q And they represented the Pilgrim LLCs at the closings?

4 A Yeah.

5 Q And give me one individual if you can, Mr. Ivankovich.

6 A I actually -- I had no contact with the lawyers
7 directly.

8 Q Who did have the contact with the lawyers?

9 A A gentleman named Mark Brown.

10 Q And who is Mark Brown?

11 A Mark Brown is another manager of this organizational
12 chart.

13 Q Okay. What -- and so the organizational chart, just so
14 we're on the same page and the record is clear, if you look
15 at Exhibit 9. And I see you saw what I was looking at --

16 A Oh, yes.

17 COURT REPORTER: I'm sorry, I didn't understand
18 you.

19 MR. TAHMASSEBI: Oh, sure.

20 BY MR. TAHMASSEBI:

21 Q Exhibit 9, that's the organizational chart you and I
22 have been referring to, fair?

23 A Uh-huh.

24 Q Yes?

25 A Yes.

1 Q And this is an accurate representation as far as you can
2 say today of the organizations with the exception of
3 Mr. Romaniello still being a member of Overlook?

4 A Yeah. I don't think that part is correct. I --

5 Q Okay. Let's do this so we're not getting too much in
6 the weeds. As far as the Pilgrim entities, the five Pilgrim
7 entities, Overlook and you having a 95 percent interest in
8 Overlook, Overlook having 100 percent interest in the P --
9 five P entities, that part is accurate?

10 A Approximately, yes.

11 Q How much did the Pilgrim entities receive as a result of
12 the sale of part of the P5 -- Atlas P5 Portfolio?

13 A I don't know.

14 Q Who would know the answer to that how much money P5
15 received?

16 A Maybe Mr. Brown. I don't know specifically.

17 Q All right. Who else had involvement in the closing of
18 those properties besides Mr. Brown and the lawyers, if
19 anybody?

20 A I don't think anybody else. I mean, I would imagine
21 Walker Dunlop as well since they were repaid their loan.

22 Q Do you know what those properties sold for?

23 A I don't.

24 Q Since Pilgrim received funds from the sale of the
25 Caribbean Isle, Forest Park properties, had they transferred

1 any money out of any accounts that they hold?

2 A I don't know.

3 Q Who would know the answer as to whether or not money has
4 been transferred from the P5 accounts?

5 A Probably Mr. Brown as well.

6 Q Where is Mr. Brown located?

7 A Colorado.

8 Q Where in Colorado?

9 A I believe Colorado.

10 Q Okay. Where in Colorado?

11 A An area called -- what's the name of the town? Give me
12 a moment to try and recall the town.

13 Q Sure.

14 (Brief pause.)

15 THE WITNESS: It's a small town near Breckenridge,
16 Colorado. I don't know the specific name of the town.

17 BY MR. TAHMASSEBI:

18 Q Do you know what company he's affiliated with?

19 A Yeah, of the -- of Atlas -- Atlas Apartment Homes LLC.

20 Q Who was the managing member of the P5 entities?

21 A I don't know. I don't believe there was a managing
22 member. I believe it was the corp -- I think the corporate
23 managing member. I'd have to look at the documents, but I
24 think there was a corporate managing member. I don't think
25 there was an individual. I don't know specifically.

1 Q Who handles the accounting for the Pilgrim, the P5 LLCs?

2 A Currently or in 2017?

3 Q Both, if you could.

4 A In 2017 it would have been a company called RealPage.

5 Q Where are they out of?

6 A I don't know.

7 Q Who was the individual at RealPage that handled the
8 accounting?

9 A I don't know.

10 Q Okay. How about today?

11 A It's in-house with Alliance -- not Alliance. With Atlas
12 Apartment Homes LLC --

13 Q Atlas --

14 A -- but I'm not entirely sure.

15 Q Atlas Apartment Homes LLC, is it still operating?

16 A I believe so.

17 Q Is that bank accounts?

18 A I don't know. I would imagine so. I don't know.

19 Q Well, who would know if Atlas Apartment Homes LLC has
20 any --

21 A Mr. Brown would.

22 COURT REPORTER: I'm sorry, I couldn't understand
23 you.

24 MR. TAHMASSEBI: Sorry. I keep putting my mouth --

25 COURT REPORTER: I know it's a little informal.

1 You probably feel like it's informal in here but I have to
2 take a record.

3 MR. TAHMASSEBI: No, I don't feel like it's
4 informal. Less formal than out there, I suppose.

5 COURT REPORTER: Exactly; so just reminding you.
6 BY MR. TAHMASSEBI:

7 Q So Mr. Brown would be the individual that knows about
8 the finances of Atlas Apartment Homes LLC, correct?

9 A Yes.

10 Q Do you know who the accountants are for Atlas Apartment
11 Homes LLC, the same ones that we already mentioned or is
12 there somebody new?

13 A It changed from RealPage to another provider but I don't
14 know specifically which provider it changed to.

15 Q In 2020, did you have interest in any other real
16 estate -- strike that. In 2020, did you or any entity you
17 have an interest in have any other real estate holdings?

18 A Yes.

19 Q Okay. Tell me about those.

20 A Similar apartment complexes to the ones on this page.

21 Q Well, where are they, how many are there, things like
22 that?

23 A Oh, Texas, Florida, Illinois that I recall.

24 Q And then how were those -- how was that real estate
25 held, in a company, in a corporation?

1 A Yeah, that's -- I suspect that would have been the case.

2 Q In which entity that you have an interest in has an
3 interest in those real estate holdings?

4 A Oh, I couldn't tell you sitting here. I'd have to go
5 back and look. There's quite a few.

6 Q Well, when you say "quite a few" --

7 A It's similar to the org chart that we're looking at
8 right now that says "Pilgrim V Portfolio Organizational
9 Chart."

10 Q Okay. So Exhibit 9 is an organizational chart that
11 covers kind of the P5 Portfolio; is that right?

12 A Correct.

13 Q Okay. And then for your holdings in Texas, Florida, and
14 Illinois, you have another kind of myriad of LLCs that have
15 different ownership interests?

16 A Yes.

17 Q And then ultimately in that myriad of LLCs that have
18 those ownership interests, are those also 100 percent owned
19 by Outlook or are they 100 percent owned by a different
20 entity?

21 A No, no. This would have -- it would have been a
22 different entity.

23 Q Okay. And then the -- that entity that's at the top,
24 like Outlook is here, who would be the majority owner of that
25 entity you, you, correct?

1 A I don't think Outlook. I think Overlook Managing Member
2 LLC which -- I'd have to see the documents -- seems to be the
3 manager of the Pilgrims to your previous question.

4 Q I'm sorry. I misspoke. Overlook is the --

5 A Yeah.

6 Q -- 100 percent owner of the other myriad of LLCs?

7 A Yes.

8 Q In your other holdings in Texas, Florida, and Illinois,
9 do you ultimately have a parent company that owns 100 percent
10 the other LLCs below it?

11 A I think every structure is different based on the
12 ownership structure.

13 Q Well, that's what I'm trying to find out so -- and you
14 said you have three or four other properties but you might --

15 A I did at the time. I don't anymore.

16 Q Do you have any real estate holdings currently?

17 A Individually, no, except for my home on Menomonee Street
18 in Chicago. There's a residential residence; not my home.

19 Q No. I'm not talking individually. Let me make a clear
20 question. Do any of the entities that you have an interest
21 in currently have real estate holdings today?

22 A Yes.

23 Q Okay. And what are the names of those entities?

24 A I believe just Overlook Managing Member.

25 Q Okay. Is Overlook Managing Member 100 percent owner of

1 other entities aside from the P5 LLCs that are depicted on
2 Exhibit 9?

3 A I don't believe so, no.

4 Q Okay. And there's -- is there another parent company --
5 what I'm trying to find out is what LLC owns the property in
6 Texas, what LLC owns the property in Florida, what LLC owns
7 the property in Illinois?

8 A Well, that owned. That was previously. So Overlook
9 Managing Member owns Pilgrim Wind Tree, Pilgrim Coulter,
10 Pilgrim Warwick, which owned three properties in Texas and
11 that's it.

12 Q And that's all that is currently -- you currently have?

13 A Correct.

14 Q What's the value of those properties in Texas?

15 A Oh, I have no idea. I'm not sure the last time it was
16 valued.

17 Q Where are they located?

18 A That's a good question. I believe Abilene and Amarillo,
19 Texas.

20 Q Who manages those properties?

21 A Atlas -- Atlas Apartment Homes LLC.

22 Q Is Atlas Homes LLC also the entity that would collect
23 the rents for those properties?

24 A No.

25 Q Okay. What's the name of the entity that would collect

1 the rents for those properties?

2 A I believe the rents go into the Pilgrim Wind Tree LLC,
3 Pilgrim Coulter LLC, and Pilgrim Warwick LLC companies.

4 Those would collect the rents.

5 Q And those three Pilgrim entities are still collecting
6 rents today?

7 A I hope so. I don't know.

8 Q Okay. All right. You would expect so, right?

9 A After COVID, I don't expect anything anymore.

10 Q Okay. And then those three entities or all five
11 entities I think we said are 100 owned by Overlook Managing
12 Member LLC?

13 A That's correct.

14 Q All right. Do you currently own any other properties
15 today? Let me ask it again. Did any entities that you have
16 an interest in currently own any other properties today?

17 A No.

18 Q What is your membership interest in Atlas Apartment
19 Homes LLC?

20 A I don't know specifically. I don't remember.

21 Q Who handles the accounting for Atlas Apartment Homes
22 LLC? I think I asked you that but --

23 A Again, it would have been one of the vendors or
24 RealPage, or whoever is doing it now.

25 Q And Mr. Brown would know the answer to that if you can't

1 answer it?

2 A Yes.

3 Q Let's go back to Exhibit 3 and I want to talk about
4 the -- by the way, just so we're clear, if you look at
5 Exhibit 3, Mr. Ivankovich, there's a Bates stamp at the
6 bottom, at the very bottom right that says "Ivankovich 248,"
7 do you see that?

8 A I do.

9 Q Do you understand this was a document produced by your
10 attorneys in this litigation before the judgment was entered
11 against you?

12 A I don't.

13 Q Did you know that your lawyers represented that this was
14 a true and accurate copy of your financials -- personal
15 financials in August -- on August 26th of 2020?

16 A I do not.

17 Q Did you know there was a court order requiring you to
18 produce this accurate financial statement in the year August
19 26th of 2020?

20 A It's possible I knew then. I don't recall.

21 Q It's possible you knew back at the time this personal
22 financial statement was produced that it, in fact, had to be
23 signed and attested to and produced, fair?

24 A I -- I actually don't recall that.

25 Q Let's look at the fourth page. In the second -- well,

1 let's look at Schedule A and I know it's a little difficult
2 to read.

3 A I got it. I got my readers on.

4 Q Okay. All right. Good. There -- it talks about "Cash,
5 Checking and Saving Accounts, Certificates or Deposits, Money
6 Market Funds" and then the total that's listed there on this
7 personal financial statement is \$1,103,196. Do you see that?

8 A Yes.

9 Q And that was accurate in 2020 for the amount of cash,
10 checking and savings that you had?

11 A Sounds accurate.

12 Q And today is that money still in a cash, checking or
13 savings account today?

14 A No.

15 Q Do you have a bank account today?

16 A No.

17 Q Do you have any personal assets today?

18 A My interest in my home. Well, in the home on -- in the
19 real estate owned jointly with my wife on Menomonee.

20 Q So you were served with this complaint in September of
21 2020, the complaint that was filed by my clients?

22 A Yes.

23 Q Okay. And at what point in time did you transfer money
24 from these cash, checking and savings accounts listed on
25 Exhibit 3, Page 3? Page 4, excuse me.

1 A When you say "transfer," would you be more specific?

2 Q Sure. As of 2020, you had \$1,103,196 according to your
3 personal financial statements, right?

4 A Yes.

5 Q And today you're telling me you have zero, right?

6 A Correct.

7 Q And when was this money transferred out?

8 A Well, it was spent over the course of 2020, 2021 to
9 pay bills --

10 Q Okay.

11 A -- to pay obligations of the companies.

12 Q So you used your personal funds to pay obligations of
13 the companies?

14 A Yes.

15 Q Okay. And that was through 2020 and 2021, correct?

16 A It started in 2019 as well.

17 Q Okay. And then -- and then what -- who was the one that
18 authorized payment of your personal funds to pay obligations
19 of the companies, it had to be you, right?

20 A Yes.

21 Q And how did you transfer funds to these companies --
22 well, which funds did you pay expenses for or obligations
23 for, which corporations?

24 A All of them.

25 Q And how were the funds transferred?

1 A It would have been any way transferring funds. It would
2 have been just bank transfers, wire transfers, check, you
3 know, any means people use to pay bills.

4 Q The cash on hand, the 500,000, where was that held in
5 2020?

6 A Good question. It could have been --

7 COURT REPORTER: I'm sorry, can you take your hand
8 away?

9 THE WITNESS: Oh, I'm sorry. Good question. It
10 could have been either -- probably Glenview State Bank.

11 BY MR. TAHMASSEBI:

12 Q Anywhere else?

13 A No. That's probably where I kept my -- most of the cash
14 accounts.

15 Q Here in Glenview, Illinois?

16 A Yes.

17 Q And then if you go down to Schedule B, it talks about
18 "Marketable Securities, Stocks, Bonds, U.S. Government" and
19 the total market value you have is \$11 million, do you see
20 that?

21 A Yes.

22 Q This is again on your personal financial statement?

23 A Yes.

24 Q And today, Mr. Ivankovich, do you still have that \$11
25 million in marketable securities, stocks, bonds, and U.S.

1 government?

2 A No.

3 Q Okay. And are you telling me then between again 2020
4 and today August 2022, all of that money was transferred out?

5 A It was used to pay bills.

6 Q Okay. And what bills was it used to pay?

7 A Payroll for the companies, mortgage payments, reserve
8 payments, just the expenses of the companies when everything
9 shut down during COVID.

10 Q You knew in 2021 -- excuse me, in 2020, August -- 2020
11 September that there was a lawsuit filed against you, right?

12 A Which lawsuit specifically?

13 Q This lawsuit, I'm sorry, the one we're sitting here for.
14 You were served in September of 2020 with this lawsuit, okay?

15 A Yeah. I know -- I remember the court call with Coleman
16 where you guys alleged to serve me but I don't think I was
17 ever personally served with the summons for this.

18 Q Well, if you remember the court call, you were aware of
19 the lawsuit?

20 A I was aware of the lawsuit and the court call, yeah,
21 whatever that date was.

22 Q Okay. Well, it was sometime in September of 2020?

23 A Yes.

24 Q In any event, after that date you continued to transfer
25 money from certain accounts, right?

1 A I continued to pay obligations, yes. I continued to pay
2 bills.

3 Q And then where would I find the transfers that you made
4 of the \$11 million between -- and those transfers that were
5 made were made between August 2020 and all the way up through
6 present?

7 A No. I would have said probably to the end of COVID,
8 whenever that is, that sort of 20 --

9 Q Well, any that date. 2021?

10 A Through the end of 2021.

11 Q Okay. So through the end of 2021, you continued to make
12 transfers in your eyes to pay bills of the companies you had
13 an interest in?

14 A No, not in my eyes. That was what the payments were
15 for.

16 Q And then what companies of the \$11 million did you
17 transfer money to specifically or LLCs specifically?

18 A Did I transfer to?

19 Q Yeah.

20 A I don't know sitting here.

21 (Counsel conferring.)

22 BY MR. TAHMASSEBI:

23 Q Oh, yeah. What entities were you paying bills for in
24 2021, 2022?

25 A The Atlas entities, the entities that owned apartment

1 complexes where there was debt and payroll obligations.

2 Q And those -- and those -- that and payroll obligations
3 you were making payments from your personal finances through
4 approximately December 2021, January 2022, fair?

5 A No, no, before that but toward the end of the third
6 quarter 2021, maybe beginning of the fourth quarter. I was
7 getting notices by the Department of Labor.

8 Q Okay. You were paying, let's just say after -- it went
9 into October, November 2021 when you were paying bills
10 through your personal finances?

11 A Something like that. Maybe sooner than that.

12 (Counsel conferring.)

13 BY MR. TAHMASSEBI:

14 Q Oh, yeah. So there's two, under Schedule B, the stocks,
15 it says they were held in -- is it Stifel and Oppenheimer?

16 A Yes.

17 Q And that was an account -- that was in your account at
18 Stifel and Oppenheimer?

19 A It wouldn't have been in my name personally. It would
20 have been probably a trust account.

21 Q But you had the ability personally to make the decision
22 to use those funds for other obligations of entities you had
23 an interest in?

24 A No.

25 Q Okay. All right. I'm going to leave it at that. The

1 last schedule, Schedule G, do you see that three quarters of
2 the way down?

3 A Yes.

4 Q The third one is Atlas P5 Portfolio. That's the
5 portfolio we had just been discussing, right?

6 A Yes.

7 Q All right. And that's valued at approximately
8 \$29,140,000 in your personal financial statement, do you see
9 that?

10 A Are you saying that is the value of the portfolio?

11 Q I'm sorry. That's what it is listed as your -- the
12 value of what your ownership was. Maybe I wasn't being
13 precise.

14 A Correct.

15 Q Okay. So the value of what your ownership was in the
16 Atlas P5 Portfolio, so we're clear, was listed in August of
17 2020 as 29,140,000?

18 A Yes.

19 Q All right. And then if we go down the rest of the
20 properties -- and I'm going to list them -- Alliance Holding
21 HT LLC, Atlas P --

22 A I'm having a tough time reading this but I think what I
23 see, it says Atlas P5 Portfolio, that would have been -- my
24 interest would have been held in the Deerfield irrevocable
25 trust.

1 Q Okay. I'm beyond that at this point.

2 A Okay. Well, that's just to clarify the question. I'm
3 having a tough time reading this but I'm -- yes.

4 Q Okay. All right. So if we go through the -- there's
5 another one. I'm just going to read the entities so we have
6 a clear record.

7 A Uh-huh.

8 Q Alliance Holdings HT LLC is the entity listed. Atlas P2
9 Managing Member LLC is an entity listed.

10 A Yes.

11 Q Atlas Birchwood LLC is an entity listed, right?

12 A Yes.

13 Q Atlas Multifamily 3 LLC is an entity listed?

14 A Yes.

15 Q Hazardous Sports LLC is an entity listed?

16 A Yes.

17 Q HC -- S Venture Incorporated is an entity listed?

18 A Yes.

19 Q Modline (sic) International S.A.M. is an entity listed.

20 Am I saying that right?

21 A Yeah. I'm not seeing --

22 MR. WANDNER: Modulac (sic).

23 MR. TAHMASSEBI: Modulac (sic), yeah.

24 THE WITNESS: I can't tell what that is, that word
25 is.

1 BY MR. TAHMASSEBI:

2 Q Okay. All right. That's a small "l."

3 MR. TAHMASSEBI: What's the next one, Steven?

4 BY MR. TAHMASSEBI:

5 Q Gesterchel (phonetic) LLC is an entity listed.

6 A I'm not -- yeah, I can't make out that word.

7 Q Okay. Atlas GP SCI is an entity listed, right?

8 A Yes.

9 Q Gruppo C'E Incorporated is an entity listed?

10 A Yes.

11 Q And ZIP LLC is an entity listed, right?

12 A Right. Yes.

13 Q And under all those entities that I listed, your
14 personal financial statement under Ownership states your
15 name, correct?

16 A Not entirely, no.

17 Q Mr. Ivankovich, if you look at the document, there's a
18 column called Ownership.

19 A Yes.

20 Q In the ones that I listed, the last one, two -- so you
21 start from the fourth one down, Atlas Alliance Holdings HT
22 says the owner is Steven Ivankovich. Do you see that?

23 A Yes. From the fourth one down, that's correct.

24 Q Okay. So from the fourth down, all those entities that
25 I just listed under Ownership in your personal financial

1 statement it states your name, right?

2 A Correct.

3 Q Okay. Do you still have an ownership in all of those
4 entities that are listed under Schedule G?

5 A In so much as the entities exist, I probably do.

6 Q The last page, TRG International, what does that do real
7 quick?

8 A Nothing anymore. It used to be a real estate
9 development company here in Chicago.

10 Q ZIP LLC, same question.

11 A It used to run a sports car team.

12 Q Is it around anymore? It doesn't look like it.

13 A It doesn't exist, no.

14 Q Do any of these entities listed on schedule -- on
15 Schedule of Officer Positions exist at the present time?

16 A They're not active. I don't know if they still exist on
17 the register of companies but they're not active companies.

18 Q When was the last time one of these companies was
19 active?

20 A I don't know.

21 Q Just give me a ballpark, two years ago, five years ago?

22 A Based on this document, probably 2013.

23 Q So in the year from August 2020 until the end of 2021,
24 your net worth went from approximately 55,367,404 to pretty
25 much zero; is that right?

1 A Correct.

2 Q And your explanation for that is because you made
3 transfers in order to meet the obligations of the companies
4 in which you had an interest?

5 A My explanation of that is COVID.

6 Q My question is a little bit different. The money had to
7 go somewhere, right?

8 A Yes.

9 Q And your explanation as to where the money went was the
10 money was transferred in 2019, 2020, 2021 -- strike that.
11 Your explanation of what happened to the -- your \$55 million
12 net worth that you indicate on your signed financial
13 statement in 2020 is that that money was transferred to pay
14 obligations and expenses of LLCs in which you had an
15 interest, correct?

16 A Well, no. 55 million wouldn't have been transferred.
17 You're -- I think you're -- it's not correct. It's not a
18 correct statement.

19 Q Well, let's -- let's find out why because again, your
20 net worth is 55,367,404 as of August of 2020. Today you're
21 telling me your net worth is almost zero, right?

22 A Yes, but that's not because I transferred 54 million
23 dollars of cash. That \$54 million doesn't represent my net
24 worth as being cash.

25 Q Well, I understand that. Then do you still hold

1 securities, stocks, other real estate that gives you a net
2 worth of anything?

3 A I'd like to think that maybe the three companies in
4 Texas have some -- have a value but I don't know what it is.

5 Q When you say "the three companies in Texas," what are
6 you referring to?

7 A The three companies that are left at the bottom of the
8 organizational chart of the P5 Portfolio.

9 Q Who would have an idea of what those three companies are
10 worth?

11 A I don't know. An appraiser.

12 Q You're in real estate but you have no idea about what
13 these entities that you're invested in might be worth?

14 A I have an idea but I haven't looked at the financials.
15 I mean right now based on the financial condition as I know
16 it, they are probably worth zero.

17 Q Okay. Exhibit 6 -- again, you can go to it if you want
18 but I'm just going to read it -- Page 12, Walker Dunlop says
19 that you -- and this is about five paragraphs down.

20 A What page is this?

21 Q Sure. Page 12 of Exhibit 6.

22 A Yep.

23 Q It says you have been involved in -- this is under
24 Comments -- over 7 billion of property transactions to date
25 and have overseen annual construction and renovation budgets

1 in the tens of millions of dollars; is that true?

2 A It is true.

3 Q But as you sit here today, you believe your net worth is
4 limited to the three properties in Texas that we talked about
5 of the P5 that are left and whatever equity you have in your
6 current home?

7 A Correct.

8 Q And so today, your net worth is nowhere near the 55
9 million 367 it was in August of 2020, is that your sworn
10 testimony?

11 A Unfortunately, that's not the net worth. That is my
12 sworn testimony; yes.

13 Q These entities -- you mentioned COVID, Mr. Ivankovich.
14 COVID, are you saying -- these are residential properties,
15 right?

16 A Correct.

17 Q And you're saying COVID caused the downfall of these
18 residential properties somehow?

19 A Correct.

20 Q Okay. And so the residential properties are all in --
21 sounds like most of them are in Texas or Florida, right?

22 A And Illinois, yes.

23 Q Well, how many are in Illinois?

24 A Not anymore.

25 Q Okay. The majority of your portfolio back in 2020 and

1 2021 was in Texas and Florida, right?

2 A Correct.

3 Q And you're telling me that because of COVID, those
4 properties in Texas and Florida no longer were able to be
5 profitable?

6 A Not only profitable but they were negative, yes.

7 Q Who has the financial statements for those properties to
8 show that they were negative and received your funds in 2021?

9 A You could get those from Mr. Brown, Mark Brown.

10 Q And then that should also reflect you'll receive from
11 Mr. Brown money that you paid in to those companies in 2020,
12 2021, right?

13 A It should, yes.

14 Q And the market in Texas and Florida, I'm assuming it's
15 your sworn testimony based on your education and experience,
16 when COVID hit, the residential market went down, not up?

17 A Well, this is a -- these buildings are an aspect of the
18 residential market called multi-family so they're
19 commercialized residential. They're not single-family homes.

20 Q What was the occupancy rate in the Texas and Florida
21 properties in 2020, 2021, do you have any idea?

22 A I don't know but I recall that the occupancy and more
23 importantly the economic occupancy dropped almost to zero.

24 Q In your -- as you were transferring this 58 million in
25 2020 and 2021 or approximately that amount of your personal

1 assets, who was making the requests on behalf of these
2 entities?

3 A I never transferred \$58 million.

4 Q How much did you transfer? How much from your total --
5 your total net worth as shown is 58 million. Today you're
6 telling me it's almost zero. How much money did you
7 transfer, Mr. Ivankovich, in 2020 and 2021 to go from 58
8 million to nearly zero?

9 A To clarify your statement, the financial statement you
10 showed me and as it read was approximately \$11 million of
11 liquidity and the rest was interest in unmarketable
12 securities, mostly these real estate assets. So the cash
13 portion of that was used to pay the deficits of the apartment
14 companies and --

15 Q Which ones?

16 A All of them in the Atlas world, if you will. Anywhere
17 there was an employee employed by Atlas or a building owned
18 by an Atlas entity, I had to make payments to subsidize those
19 buildings and to pay debt service, so.

20 Q You individually were paying those employees?

21 A Yes. Well, no. That's not true. The proper
22 channels --

23 Q Now it's not true?

24 MR. WANDNER: Counsel, let him answer the question.

25 THE WITNESS: There would have been a capital call

1 made from those entities. I would have funded those entities
2 who would have then in turn pay the obligations of those
3 entities.

4 BY MR. TAHMASSEBI:

5 Q Who made the capital call?

6 A The company.

7 Q When were they made? When were these capital calls
8 made?

9 COURT REPORTER: I'm sorry, I didn't hear you.

10 MR. TAHMASSEBI: Oh, sorry.

11 BY MR. TAHMASSEBI:

12 Q Yeah, when were these capital calls made?

13 A Beginning -- it was a routine part of business.

14 (Interruption in proceedings.)

15 THE WITNESS: These companies had capital calls
16 starting going back to 2016 as a normal part of business and
17 escalated during COVID.

18 BY MR. TAHMASSEBI:

19 Q Who made the decision as part of these entities to make
20 the capital call, was that you?

21 A No, not solely.

22 Q Okay. Who else?

23 A The members of the company.

24 Q And how was the capital call done, was it something done
25 in writing, did you have a meeting? Let me ask you this: Do

1 you have any evidence that any capital calls were made by any
2 of the entities that you have an interest in in 2020 and 21,
3 any documentation?

4 A I don't sitting here but there are -- there are capital
5 call documents; correct.

6 Q Okay. And who -- where are those documents?

7 A You could ask Mr. Brown about those documents. In
8 addition to that, there was demand letters from the
9 Department of Labor that were sent to me as the manager of
10 those companies. I didn't know this but payrolls flows
11 personally through managers at the company so I had lots of
12 letters and interactions from the Department of Labor to make
13 sure the companies were funded to fund people's payrolls.

14 Q Let me ask you this: Of the 58 million that are
15 listed -- that's listed as your net worth in 2020, how much
16 of that do you have access to today?

17 A None.

18 Q You do have a ninety-some percent interest in Overlook,
19 right?

20 A Yes.

21 Q And Overlook still owns the P5 entities 100 percent and
22 the P5 entities have an interest in the three properties we
23 listed as part of the portfolio, correct?

24 A That's correct.

25 Q And if you were, based on your education and experience,

1 in over a billion dollars in real estate transactions to give
2 me an estimate of what those properties are worth today, what
3 would you say?

4 MR. WANDNER: Objection. Asked and answered.

5 BY MR. TAHMASSEBI:

6 Q You can answer.

7 A I would have to see the financials but last time I
8 checked, their values were negative.

9 Q There was a big, I guess, huge change from your
10 financial wherewithal and status in August of 2020 until
11 today that appears?

12 A Correct.

13 Q Okay. And in the interim between August of 2020 when
14 you had a net worth of 58 million and today, you also had a
15 judgment in this case entered against you. You're aware of
16 that?

17 A Yes.

18 Q And you've taken zero steps to attempt to pay that
19 judgment, correct?

20 A No. I haven't taken any steps --

21 COURT REPORTER: I can't hear you.

22 THE WITNESS: No, I haven't taken any steps to pay
23 the judgment.

24 BY MR. TAHMASSEBI:

25 Q Do you believe you have an obligation to pay that

1 judgment?

2 A I do.

3 Q Have you gone, Mr. Ivankovich, to any of the entities
4 that you have an interest in and attempt to either sell that
5 interest or somehow withdraw funds so that you had the
6 ability to pay this judgment?

7 A There are no funds to withdraw from those entities
8 and --

9 Q Have you looked into assigning your interest in the
10 Pilgrim entities to the plaintiffs in this case who have a
11 judgment in order to satisfy your obligations to the
12 plaintiffs?

13 A I don't have an interest in the Pilgrim entities.

14 Q You have a 97 percent interest in Overlook Managing
15 Member LLC, right?

16 A That's correct.

17 Q Which would give you the majority of voting rights,
18 correct?

19 A In Overlook, yes.

20 Q You have -- Overlook then has 100 percent interest in
21 the five Pilgrim entities which have the interest in the
22 properties we talked about as part of the portfolio, correct?

23 A Correct.

24 Q Take a look at Exhibit 14. By the way, you've sued
25 Stifel down in Florida?

1 A Yes.

2 Q You used to have a friend that was an advisor at Stifel,
3 right?

4 A Please be specific.

5 Q Yeah. Did you -- there was a gentleman at Stifel that's
6 no longer there that you have a -- had a professional
7 relationship with and you now have a personal relationship
8 with, correct?

9 A Are you asking me to guess on the gentleman? Please
10 tell me.

11 Q You don't know his name?

12 A I don't know his name. I don't know who you're
13 referring to.

14 Q You don't know -- you've never been seen with this
15 gentleman on different boats, on different yachts? You don't
16 know who I'm talking about?

17 MR. WANDNER: Counsel, counsel, if you have a name
18 that you're asking, please ask him. You're asking him
19 to speculate.

20 BY MR. TAHMASSEBI:

21 Q Mr. Ivankovich --

22 MR. WANDNER: Objection as to speculation.

23 BY MR. TAHMASSEBI:

24 Q -- is there a gentleman from Stifel that you have been
25 seen going on yacht trips with, going out to dinners with,

1 having wine with that rings a bell anywhere?

2 A No.

3 Q Okay. You want to stick with that as your answer,
4 you've never -- never been seen with a gentleman who used to
5 be at Stifel on a boat down in southern Florida?

6 A Or a gentlewoman, no.

7 Q Okay. All right. Back to -- is it 14 I marked it as --
8 the answer to the amended citation, have you seen this
9 document before?

10 A No.

11 Q Third page, there's a chart and I want to talk about
12 just the last two. Okay, sir? There's a number 13 is under
13 "P2 Portfolio Managing Member LLC" and then the amount in the
14 account, account balance is 10 million 991 dollars --

15 Excuse me. I have to get the right one.

16 (Brief pause.)

17 BY MR. TAHMASSEBI:

18 Q -- the amount in the account is \$10,991,073.82.

19 A Which page of the document are you looking at?

20 Q Sure. Page 3 --

21 A Yep.

22 Q -- in the chart at the -- there's numbers on the
23 left-hand side, the very bottom in the middle of the page.

24 A Okay.

25 Q There's two accounts there, P2 Portfolio Managing Member

1 LLC, what's your interest in that entity?

2 A Maybe I'm a -- I think I'm 5 percent --

3 COURT REPORTER: Can you speak up for me?

4 THE WITNESS: I believe I'm 5 percent owner of that
5 entity.

6 BY MR. TAHMASSEBI:

7 Q Did you have the ability to transfer funds out of the
8 Stifel account for P2 Portfolio Managing Member LLC?

9 A Not on my own, no.

10 Q Well, who else would have to assist you?

11 A Anthony Ivankovich.

12 Q Your father?

13 A Yes.

14 Q How old is your father?

15 A 82, I believe.

16 Q Where does he reside?

17 A In Florida.

18 Q Where in Florida? What's the address?

19 A Key Biscayne, Florida.

20 Q What's the address?

21 A 791 Crandon Boulevard, Key Biscayne, Florida.

22 Q Does he reside there alone, with his wife, your mother?

23 A With his wife and with me.

24 Q Is he retired?

25 A He's retired from being a physician; yes.

1 Q And then the Ivankovich family -- by the way, who
2 handles the finances for P2 Portfolio Managing Member LLC?

3 A Again, it would have been the successor to RealPage.

4 Q Who, the successor to RealPage?

5 A To RealPage.

6 Q Well, when you say "the successor," is that a different
7 firm or did they merge or --

8 A I don't know if they merged but it's not RealPage
9 anymore.

10 Q Ivankovich Family LLC, what's your interest in that
11 company?

12 A Again, in the 5 percent range.

13 Q And it looks like the account there is \$19,042,437, do
14 you see that?

15 A Yes.

16 Q And the individuals that would have to authorize
17 transfer any of those funds would be yourself and your
18 father?

19 A Myself, my father, and my mother.

20 Q Okay. And has either -- has any money been transferred
21 out of P2 Portfolio Managing Member LLC or the Ivankovich
22 Family LLC that are listed here in the Stifel accounts?

23 A I'm sure money was transferred in the normal course of
24 business.

25 Q Since April 6th of 2022, has any money been transferred

1 out of the P2 Portfolio Managing Member LLC or Ivankovich
2 Family LLC accounts?

3 A I'm sure there was.

4 Q Well, did you authorize those transfers?

5 A No, not entirely.

6 Q Well, you were involved with them, right?

7 A Yeah.

8 Q And --

9 A I was involved in the organization.

10 Q And how much was transferred out?

11 A I don't know.

12 Q Where was it transferred to?

13 A I don't know.

14 Q Well, when you authorized the transfer, you didn't ask
15 what are -- where is the money going?

16 A Well, you're using the term transfers but in the normal
17 course of business, there are transfers all the time anywhere
18 from a dollar to any amount so you have to be specific what
19 you're asking me.

20 Q Well, I'm asking you, if you -- you said money was moved
21 from the P2 and Ivankovich accounts to somewhere else.

22 A I didn't say money was moved. I said -- you asked me if
23 money was transferred, so.

24 Q Okay. Let me do it this way, Mr. Ivankovich. When you
25 and your mother and your father sat down since April of 2022

1 and said we're going to take money from one place and either
2 spend it or put it in another place, what term would you like
3 me to use for that?

4 A I like to use the term specific to what you're asking
5 me.

6 Q Was any money moved out of the P2 Portfolio Member LLC
7 account and the Ivankovich Family LLC investment account
8 since April of 2022?

9 A Can you please repeat the question?

10 Q Sure. Was any money moved out of the P2 Portfolio or
11 Ivankovich Family LLC Stifel accounts since April of 2022?

12 A Well, I imagine there was. Yes.

13 Q Okay. And then how much was moved? And if you need to
14 do it by P2 and Ivankovich, you can do that.

15 A I can't tell you sitting here.

16 Q Why was any money moved?

17 A Because these are companies that conduct business so to
18 pay bills, to make investments.

19 Q Okay. What bills were needed to be paid by P2 Portfolio
20 Managing?

21 A I don't know.

22 Q Who would know?

23 A My father would know.

24 Q Okay. Ivankovich Family LLC, again, money was moved.
25 I'd have to ask your father why it was moved?

1 A Ask my father, my mother; yes.

2 Q Okay. You want me to ask your 82-year-old father or
3 your mother why money would have been moved since April of
4 '22 out of these two LLCs, correct?

5 A I don't want you to.

6 Q Well, you just said they were the ones that would know,
7 not you, so, I mean, that to me is telling me that's who I
8 have to ask --

9 A Correct.

10 Q -- so we'll ask them. Now --

11 (Counsel conferring.)

12 BY MR. TAHMASSEBI:

13 Q Did you ever have an individual account with Stifel?

14 A No.

15 Q The -- going back to Exhibit 14, the accounts
16 themselves, account ending 1602, did you have any interest in
17 that account, you individually?

18 A I don't understand the question when you say "interest
19 in the account."

20 Q Yeah. Was it -- did you have a -- did you take money
21 from that account?

22 A No, not on my own volition.

23 Q Same with the 4799, did you have any interest in that
24 account itself?

25 A Again, when you say "interest," I don't know what you

1 mean.

2 Q Did you move money from that account?

3 A Not on my own, no.

4 Q Okay. And then so you were in New York for a trial, do
5 you remember that?

6 A Yeah, many years ago.

7 Q Relating to Atlas?

8 A Correct.

9 Q And when you were asked about the Ivankovich Family LLC
10 and the P2, you told the court that you could use those funds
11 to populate an entity with the signing of a pen and a phone
12 call in a matter of minutes, do you remember that testimony?

13 A I don't. Can I -- I do not.

14 Q Was that true that if you wanted to move money, in this
15 case you were saying you could have gotten it out of these
16 Stifel accounts and sent it to an Atlas account with the
17 signing of a pen and a phone call in a matter of minutes,
18 were you telling the truth when you told that to the New York
19 court?

20 A I don't believe that's the testimony.

21 Q We could populate that answer -- Page 2 -- Exhibit --
22 well, let's see. Page 303 (sic) of the transcript from
23 January 13th, 2020, in answer to a question "the specific
24 entity doesn't, but the chain of ownership, as I said, has
25 plenty of assets. We could populate that entity with the

1 signing of a pen and a phone call in a matter of minutes," is
2 that your testimony?

3 A You'd have to show me the document so I can look at it.

4 Q I can mark your testimony, sure. Let's call this
5 Exhibit --

6 (Counsel conferring.)

7 BY MR. TAHMASSEBI:

8 Q Exhibit 13 is the transcript from January 13th, 2020.

9 (Brief pause.)

10 BY MR. TAHMASSEBI:

11 Q I highlighted it for you. I just need you to confirm
12 that's what you testified to and that you were telling the
13 truth when you made those statements. That's the only
14 question I'm asking you.

15 A What is the question you were asking?

16 Q Yeah. Is that your testimony that I just showed you on
17 Page 304?

18 A I'm looking at a copy of my testimony but what is the
19 question you're asking?

20 Q Were you telling the truth when you said that to the
21 judge in New York?

22 A When I said what's -- in this testimony?

23 Q Yes.

24 A Is this testimony my truth?

25 Q Yes.

1 A The truth?

2 Q Yes.

3 A Yes.

4 Q Okay. You can set that aside. She's going to take it.

5 COURT REPORTER: Can I ask a quick question?

6 MR. TAHMASSEBI: Sure.

7 (Discussion off the record.)

8 BY MR. TAHMASSEBI:

9 Q Do you have any income today, sir?

10 A No.

11 Q How did you get up here?

12 A Airplane from Miami.

13 Q Who paid for it?

14 A My father.

15 Q Who pays for your daily living expenses?

16 A My parents.

17 Q How old are you again?

18 A 52.

19 Q And who pays to assist in running the entities you still
20 have an interest in so far like Overlook Management (sic)
21 Member LLC or the P5 entities?

22 A Whatever income I would imagine comes off the properties
23 pays for the staff there.

24 Q Anything else?

25 A No.

1 Q Do you have any involvement in paying the staff there?

2 A No.

3 Q Who does?

4 A When you say "who does," meaning --

5 Q Yeah. I mean, who is the one that's taking the income
6 from the properties and paying staff?

7 A I don't believe staff is paid directly. I believe it --
8 there's a management contract.

9 Q And who is that with?

10 A With Atlas Apartment Homes LLC but I actually don't know
11 how the staff is paid at this point.

12 Q How do you pay -- do you have a car?

13 A No.

14 Q How do you get around?

15 A Uber, walk.

16 Q Okay. Who pays for your Uber?

17 A My father.

18 Q Do you have a credit card?

19 A No. I use his.

20 Q Who pays your lawyers?

21 MR. WANDNER: Objection. Move to strike.

22 BY MR. TAHMASSEBI:

23 Q You can answer.

24 MR. WANDNER: No. I'm instructing him not to
25 answer unless the Court orders him to.

1 BY MR. TAHMASSEBI:

2 Q Did you retain Mr. Wandner to represent you in this
3 matter?

4 MR. WANDNER: I object. I instruct you not to
5 answer --

6 MR. TAHMASSEBI: Whether or not he retained you is
7 not --

8 COURT REPORTER: I'm sorry, I have to -- one at a
9 time.

10 MR. WANDNER: I'm objecting and I'm instructing him
11 not to answer unless the Court orders him to answer that.
12 It's not an appropriate question.

13 MR. TAHMASSEBI: I just asked him whether he
14 retained you to be able to represent him.

15 MR. WANDNER: It's still -- it violates the
16 attorney-client privilege, counsel.

17 BY MR. TAHMASSEBI:

18 Q Okay. Who is paying Mr. Wandner's bill, do you know?

19 MR. WANDNER: Objection. Same objection.

20 BY MR. TAHMASSEBI:

21 Q Who hired the -- is it "Chukek" or Chuhak -- guys that
22 are sitting here, your lawyers that are sitting here to
23 represent the LLCs?

24 MR. PORRAS: Objection --

25 MR. DEBRE: Objection.

1 MR. WANDNER: Objection.

2 MR. PORRAS: -- as to foundation.

3 BY MR. TAHMASSEBI:

4 Q Did you hire the Chuhak lawyers to represent the LLCs?

5 A I can't answer the question on advice of attorney.

6 Q No one has told you not to answer.

7 MR. WANDNER: I'm objecting to these questions.

8 They impact the attorney-client privilege, counsel.

9 BY MR. TAHMASSEBI:

10 Q Are you following his advice?

11 A I am.

12 Q Okay. Who is paying the Chuhak lawyers for the P2 --

13 MR. WANDNER: Same objection. Asked and answered.

14 MR. TAHMASSEBI: Guys, you gotta -- Hey, gentlemen,

15 let's just -- there's a method to my madness, okay? I'm

16 not -- let's be professional. Let me finish the question --

17 MR. WANDNER: I am being professional.

18 MR. TAHMASSEBI: -- and I respect that you have to

19 make an objection and if you instruct him not to answer,

20 that's fine, but I need a record so that if I decide to go to

21 the Judge, we're not talking over each other and also for the

22 benefit of the reporter so please let me finish and then you

23 can make your objection.

24 BY MR. TAHMASSEBI:

25 Q Mr. Ivankovich, do you know who hired the Chuhak &

1 Tecson lawyers to represent the LLCs, specifically the
2 Ivankovich Family LLC, the P2 LLC and the Pilgrim LLCs, the
3 P5?

4 MR. PORRAS: At this point I'd like to make a
5 standing objection for any further questions relating to
6 communications with Chuhak & Tecson on behalf of the LLCs.
7 We're asking that Mr. Ivankovich not answer the questions.

8 BY MR. TAHMASSEBI:

9 Q Okay. And you're following that advice?

10 A I am.

11 MR. TAHMASSEBI: See, guys, not that hard.

12 BY MR. TAHMASSEBI:

13 Q While we're on this Exhibit No. 1, this is an Alias
14 Citation to Discover Assets to Steven Ivankovich and if you
15 go to Page 5 -- excuse me, Page 7 --

16 A Go ahead.

17 Q On 7, there's a statement, I certify everything that --
18 in the answer to the citation proceedings is true and
19 accurate. I understand that making a false statement on this
20 form is perjury and has penalties provided by law. Do you
21 see that?

22 A I do.

23 Q And that's your signature, correct?

24 A It is.

25 Q And your name above there?

1 A Yes.

2 Q And do you remember actually signing this document?

3 A I don't.

4 Q Did you sign this document?

5 A Yes. That's my signature.

6 Q Turn back, if you could for me, to Page 5.

7 A Sure.

8 Q It says you own property 235 West Menonee,
9 M-e-n-o-n-e-e, Street and 234 Willow Street --

10 MR. WANDNER: That's Page 6, counsel.

11 MR. TAHMASSEBI: I'm sorry. Page 6.

12 THE WITNESS: Yes, although there's a typo on West
13 Menomonee. It should be Menomonee, M-e-n-o-m-e-e (sic).

14 BY MR. TAHMASSEBI:

15 Q And on the Menomonee property, what type of property is
16 that?

17 A It's a single-family home.

18 Q In the North Chicago area?

19 A Yeah.

20 Q And is there a mortgage on that property?

21 A Yes.

22 Q With what bank?

23 A Originally it was with a bank called Cole Taylor but
24 there's been five different mergers and acquisitions since
25 then so I'm not sure who the current bank is.

1 Q Well, who do you pay your mortgage to?

2 A I don't pay the mortgage.

3 Q Who does pay the mortgage?

4 A Nobody. The home is in foreclosure.

5 Q When is the last time you paid the mortgage on the 235
6 West Menomonee property?

7 A 2019.

8 Q The same time you were putting a lot of your own
9 personal assets into the entities that you had an interest
10 in, right?

11 A Correct.

12 Q Is this --

13 A By the way, I may not have even owned it anymore. I
14 think there was a share sale -- sale scheduled in August so
15 I don't know if that happened or not yet.

16 Q Did you own it yourself or with your wife, the Menomonee
17 property?

18 A It's owned jointly with my wife.

19 Q The 234 West Willow property, is that owned by you
20 individually or with your wife?

21 A It's the same residence. It's a contiguous lot --

22 Q Got it.

23 A -- or I think they call them a tandem lot.

24 Q When is the last time you paid the mortgage on that
25 property?

1 A The same. It's the same -- it's one mortgage, I think,
2 covering both.

3 Q All right. Just so I'm clear, back in 2020 you had a
4 net worth of approximately 58 million and today you depend
5 upon your father to provide you with a living space, right?

6 A And my mother.

7 Q And your mother; I'm sorry. And your mother to provide
8 you with a living space, right?

9 A Yes.

10 Q To pay any bills that you have, if you have any?

11 A I don't have any more anymore, thankfully.

12 Q To make sure you get transportation to anywhere you need
13 to go, right?

14 A Yes.

15 Q And, for example, the flight that you got up here today,
16 you didn't pay for that, did you?

17 A No.

18 Q And what -- on a daily basis, Mr. Ivankovich, then what
19 do you spend your time doing unless you have a job that I
20 didn't see but I thought you said you were unemployed.

21 A No. Play tennis, do a lot of reading.

22 Q So how you spend your day --

23 A Go to the gym.

24 Q Okay. So you spend your days --

25 A Do some fishing, look at women on the beach when I'm

1 there, which is why I'm getting a divorce.

2 Q All right. Exhibit No. 2, if you could, please. So
3 most of your days are spent, I guess, tennis, gym, looking at
4 women on the beach, time on the beach --

5 MR. WANDNER: Sorry. Objection, asked and
6 answered.

7 BY MR. TAHMASSEBI:

8 Q -- right, fair enough?

9 A (Nodding).

10 Q You got to say "yes" for her.

11 A Yes.

12 Q Okay. Exhibit 2 is a financial statement dated April of
13 2017. Do you see that?

14 A Yes.

15 Q And is that your signature?

16 A Yes.

17 Q Okay. Do you have any reason to believe you did not
18 sign this on or around April of 2017?

19 A No.

20 Q Second page. Your salary at that time was 250,000?

21 A Correct.

22 Q And if we go to the balance sheet from 2017, at this
23 time you had liquid marketable assets of around \$6,103,196,
24 does that sound about right?

25 A Yes. That's what the document says, correct.

1 Q And then the net worth is 28 million 603 thousand
2 approximately?

3 A Yes, correct.

4 Q So from 2017 up until 2020, you actually did fairly well
5 and your assets and net worth improved up until that year,
6 right?

7 A Yes.

8 MR. TAHMASSEBI: What time is your call? Off the
9 record. Sorry.

10 (Recess taken.)

11 MR. WANDNER: You say you have about 20 minutes
12 left?

13 MR. TAHMASSEBI: Yes.

14 MR. WANDNER: Okay.

15 BY MR. TAHMASSEBI:

16 Q Mr. Ivankovich, when is the last time you filed a tax
17 return?

18 A Maybe 2017.

19 Q 2017 was the last time you filed an individual tax
20 return?

21 A Yep.

22 Q And who filed that for you?

23 A I think a company called Professional Financial
24 Consultants. That sounds about right.

25 Q Are you planning to file tax returns anytime soon?

1 A Yeah.

2 Q Did you get extensions for your tax returns?

3 A I did get extensions but I think the extension is only
4 for a year.

5 Q Have you paid taxes since 2017?

6 A No. I also think there's a -- I've got like a \$2
7 million federal tax lien that I have on there.

8 Q Do you know that the judgment in this case was entered
9 against -- did you know on or around August 17th of 2021 that
10 there was a judgment in this case entered against you?

11 A I probably did, yes. I don't recall the specific day.

12 Q Did you have a bank account in August -- on August -- on
13 or around August of 2021?

14 MR. WANDNER: I object. Asked and answered. You
15 asked him if he had bank accounts earlier.

16 THE WITNESS: A personal bank account?

17 BY MR. TAHMASSEBI:

18 Q You got to listen to the question.

19 A Yeah. No.

20 Q When was the last time you had a personal bank account?

21 A 2016, '17.

22 Q The companies that you said you had to use your personal
23 finances for, the 58 million, did any of those companies
24 apply for any governmental assistance during COVID?

25 A I didn't say I used \$58 million. Let's get that clear.

1 I didn't use \$58 million in those companies.

2 Q Well, how much did you transfer to those companies?

3 A In the \$12 million range.

4 Q Okay. So then of your \$56 million net worth, you still
5 have a significant amount of that?

6 A No.

7 Q So what happened to the rest of the --

8 A As the assets' value went to zero or foreclosed upon,
9 those interests disappeared.

10 Q Did any of your companies during COVID that you had an
11 interest in apply for any governmental assistance relating to
12 COVID?

13 A I don't know.

14 Q Well, as an interested -- as an owner of these
15 companies, didn't you have an interest -- somebody who was
16 forking over \$11 million from the year two thousand -- from
17 you said the time of COVID about until the end of 2021, did
18 you ever think it might be a good idea to see if there's
19 other avenues besides giving over your personal assets?

20 A I did. My recollection was that was -- those programs
21 were based on companies with employees and none of these
22 companies have employees. There's only one company that had
23 any employees, that was Atlas Apartment Homes, and it's
24 possible that may have applied for something.

25 Q Well, hold on. You said earlier you used money from the

1 11 million for payroll?

2 A Yes.

3 Q But now you're saying the payroll consisted of just one
4 person?

5 A No, no. Of one company.

6 Q Okay. One company?

7 A Yes.

8 Q Okay. What -- which company was that?

9 A Atlas Apartment Homes.

10 Q Okay. And did Atlas Apartment Homes apply for a PPP
11 loan or any of the other programs that the government had
12 during COVID?

13 A I don't know.

14 Q Did you ever ask that somebody from Atlas Homes apply
15 for that program so that you don't have to yourself put in
16 your personal assets to the tune of \$11 million according to
17 what you said today?

18 A I don't think I asked; no.

19 Q Why not?

20 A I'm just not used to taking money from the government.

21 Q Did you ever consult with anybody in 2020, 2021 as to
22 whether or not these entities that you put this \$11 million
23 into could have received funds from the government, loans
24 that were ultimately forgiven as a result of the COVID
25 crisis?

1 MR. WANDNER: Object to the form of the question.

2 MR. TAHMASSEBI: Did you say "no"?

3 THE WITNESS: I didn't consult with anybody but I
4 recall reading about the programs.

5 BY MR. TAHMASSEBI:

6 Q But you never consulted with anybody as to whether or
7 not those programs, the COVID programs that the government
8 put forth specifically for companies like yours made sense,
9 fair?

10 A I didn't consult with anybody; no.

11 Q Do you own any jewelry, any -- anything else of value,
12 antiques, anything like that, just so --

13 A No.

14 Q No?

15 A No.

16 Q Do you plan to move out of your parents' home anytime
17 soon?

18 A No.

19 Q Okay. If you do, will you please have your lawyer
20 contact me?

21 A Sure.

22 Q How old are your children now?

23 A 15 and 11.

24 Q Do they live with you?

25 A No.

1 Q Where does your wife reside?

2 A I believe in Chicago.

3 Q What's the address?

4 A I don't know.

5 Q You don't know your wife's address?

6 A No. We haven't spoken since she filed for divorce in
7 October.

8 Q Does your wife work?

9 A I don't know.

10 Q Well, okay. Let me go back then. In October, the last
11 time you spoke to her, did she have employment?

12 A No.

13 Q When is the last time she worked at all that you're
14 aware of?

15 A In -- it would be when we met in 2005, 2006.

16 Q Okay. So once you guys met and married, she -- she
17 stopped working?

18 A No. She didn't stop working but --

19 Q I didn't mean it like that. I mean she didn't have
20 employment.

21 A She was a professional mother and housewife.

22 Q Okay. The hardest job. All right. The -- and that
23 wasn't sarcastic just anyone that's reading this knows. The
24 15-year-old and 11-year-old, where do they go to school?

25 MR. WANDNER: I'd like to interpose an objection.

1 Is this really necessary --

2 MR. TAHMASSEBI: Yeah.

3 MR. WANDNER: -- to get into his children's lives?

4 MR. TAHMASSEBI: I'm not asking him any more
5 questions about them. It is necessary.

6 MR. WANDNER: Well, you're asking a question about
7 them, about his children's lives. Why is that relevant?

8 MR. TAHMASSEBI: It's relevant because if they go
9 to a certain school --

10 MR. WANDNER: Okay. So why don't you ask him if
11 the kids go to a private school?

12 MR. TAHMASSEBI: No. Let me just ask him how I'm
13 doing it.

14 MR. WANDNER: Well, I'm going to object to you
15 asking those questions.

16 BY MR. TAHMASSEBI:

17 Q Where -- where do your kids go to school?

18 MR. WANDNER: I'm going to object --

19 MR. TAHMASSEBI: Okay. You can object.

20 MR. WANDNER: -- and instruct him not to answer
21 unless the Court orders him to answer the question.

22 MR. LAMMERS: There's no privilege for asking about
23 relevant information.

24 MR. WANDNER: It's not relevant where his children
25 go to school.

1 MR. LAMMERS: You can't instruct someone --

2 MR. WANDNER: If you want to ask him --

3 BY MR. TAHMASSEBI:

4 Q Do your children --

5 MR. WANDNER: -- if he personally --

6 COURT REPORTER: I'm sorry, I have to make a
7 record.

8 MR. WANDNER: -- if he personally pays for a
9 private school for his kids, then I won't object to that as
10 relevance, but asking them where they go to school on a
11 public document I believe is not proper.

12 BY MR. TAHMASSEBI:

13 Q Do your children go to private school or public school?

14 A They go to private school.

15 Q And who pays for that private school?

16 A At this point, I don't know.

17 Q When was the last time you paid for your children's
18 private education?

19 A 2019.

20 Q 2019?

21 A Yep.

22 Q What's the cost of their private schooling?

23 A I don't know.

24 Q What was it in 2019?

25 A In the range of \$10,000 per year.

1 Q For each, right?

2 A Yes.

3 Q What is A & O Family LLC?

4 A A limited liability company.

5 Q Well, I get that but what does it do?

6 A I don't know.

7 Q Who are the members?

8 A I don't know exhaustively but members of my family.

9 Q Okay. Give me the ones that you do know.

10 A Anthony Ivankovich, Olga Ivankovich, Daniel Ivankovich,
11 Sophie Ivankovich, Anthony Ivankovich the second, Lucas
12 Ivankovich, Katarina Ivankovich. That's all I know.

13 Q And you are not a member?

14 A And me, yes.

15 Q Okay. And what does that LLC do?

16 A I believe it's an investment company.

17 Q Where does A & O Family LLC bank?

18 A I believe it does have -- it does have accounts at
19 Stifel.

20 Q How much are in those accounts, do you know?

21 A I don't know.

22 Q 10,000, 10 million like the other ones?

23 A I don't know. I'm not privy to those statements.

24 Q All right.

25 (Counsel conferring.)

1 BY MR. TAHMASSEBI:

2 Q As far as the P5 Portfolio, the Warwick property, the
3 Wind Tree property and the Coulter Landing property I think
4 we said those still are -- those have not been sold, right?

5 A Correct.

6 Q And those are owned as far as who has title to those
7 by -- is it Atlas Apartments Management LLC?

8 A No.

9 Q Okay. Who is it?

10 A Do you know what page the org chart was on?

11 Q Sure. 9.

12 A The Alliance HTTX Limited Partnership.

13 Q Okay. So the Alliance HTTX GP Limited Partnership, got
14 it, owns the three properties. All right. Did you ever give
15 personal money to -- I'm sorry, just so -- let me just ask a
16 better question so we can be done. The personal funds that
17 you disbursed into the LLCs in 2020, '21, would have gone to
18 a variety of LLCs of which are listed in the organizational
19 chart marked as Exhibit 9?

20 A Yes.

21 Q Oh, yeah. The residential properties that you owned,
22 were those always owned by you and your wife or at some point
23 were they owned by just you, the two Chicago properties?

24 A Yeah. I owned it prior to us getting married.

25 Q And then it was transferred over at the time you were

1 married?

2 A Yes.

3 Q And that was what date?

4 A 2006.

5 Q Have you ever owned any property, you individually, in
6 Florida?

7 A No.

8 Q How about your wife?

9 A I don't know.

10 Q Not since you've known her?

11 A Not since I've known her. It's possible she does. I
12 don't know about --

13 Q And then --

14 (Brief pause.)

15 BY MR. TAHMASSEBI:

16 Q Did you provide -- and if you want something to
17 reference, I'm going back to Page 12 of Exhibit 6.

18 A Go ahead.

19 Q The last paragraph that starts with "Mr. Ivankovich
20 reports --"

21 COURTROOM DEPUTY: Hi. Judge says she's going to
22 give you guys another ten, 15 minutes.

23 MR. TAHMASSEBI: We're about -- we're done in like
24 two.

25 COURTROOM DEPUTY: Okay. Perfect.

1 MR. TAHMASSEBI: Yeah.

2 MR. WANDNER: I have a couple questions, too.

3 Please.

4 MR. TAHMASSEBI: Oh, all right. Okay. Maybe we
5 will need ten minutes. Sorry.

6 COURTROOM DEPUTY: Okay. So ten minutes then.

7 MR. TAHMASSEBI: Got it. Thanks.

8 COURTROOM DEPUTY: All right.

9 THE WITNESS: Go ahead. I'm on Page 12.

10 BY MR. TAHMASSEBI:

11 Q Yeah. The information on that last paragraph, did you
12 provide documentation to support your net worth and liquidity
13 of 42.7 million and 12.7 million to Walker Dunlop?

14 A Yes.

15 Q Okay. And who did that documentation come from, you
16 directly or one of your professionals?

17 A Me directly.

18 Q Was it via email, was it mailed, how would you have done
19 that?

20 A Hard to say. Probably either -- some private way. It's
21 sensitive information so either by courier --

22 Q All right.

23 MR. TAHMASSEBI: So I'll make a formal --

24 Mr. Wander?

25 MR. WANDNER: Yes, sir?

1 MR. TAHMASSEBI: I'm going to make a formal request
2 for additional documents.

3 MR. WANDNER: File what you need to file.

4 MR. TAHMASSEBI: Those are what I need. And then
5 the last thing is, I want to put on the record I'm handing --
6 I'm handing Mr. Ivankovich a Citation to Discover Assets in
7 the Atlas LLC case in the collection portion, 2019 L 454, so
8 I'm just serving you with that document to respond to. And
9 also appear --

10 MR. WANDNER: Can I have a copy of it?

11 MR. TAHMASSEBI: Yeah, absolutely. And also appear
12 for another citation exam. That's all I have.

13 MR. WANDNER: Can I ask you why you didn't
14 coordinate the dates on this with his counsel?

15 MR. TAHMASSEBI: Because I didn't -- I didn't know
16 what the Judge had in mind. We can go off the record.

17 (Discussion off the record.)

18 MR. WANDNER: I just have a few questions.

19 CROSS EXAMINATION

20 BY MR. WANDNER:

21 Q Mr. Ivankovich, early on in the first part of the depo,
22 you had said something about a cut-and-paste of your
23 financial statements. Did you want to expand on your answer
24 at all?

25 A Yeah. I have to study the document closer but this

1 doesn't look like something I would have produced. There's
2 just too many inconsistencies on the pages that I can see. I
3 mean, for example, in 2020, I would have been 50 years old
4 and my kids would have been older. This -- this statement
5 below I don't ever recall having that in my financial
6 statements. It just doesn't seem right.

7 Q Did you see where Exhibit 2 and Exhibit 3 on the
8 signature page, one seems to be in blue ink and one seems to
9 be more of a copy?

10 A Yes. Yeah, yeah. That's --

11 Q Is that also something that raises questions?

12 A Yeah, that looks fishy.

13 Q Okay. Now you brought up in your answers that there
14 seems to be some differences internally within Exhibit 3
15 referenced to the date of August 26th, 2020, and March of
16 2020, which is interspersed within the document. Did you
17 reference that?

18 A Yeah. It's not just that. I mean, there's all sorts of
19 dates in here.

20 Q Can you tell for the record purposes what happened in
21 and around March of 2020 to the world?

22 A Oh, I think we got locked down with COVID.

23 Q Okay. And did that have a negative effect upon your
24 assets?

25 A Oh, yeah. Everyone stopped paying rent.

1 Q Okay. And when -- when renters stopped paying rent, did
2 that stop the obligations of the landlords, whomever they
3 were, to pay their bills?

4 A No.

5 Q And was there negative consequences to the entities and
6 to the renters if the landlord stopped paying their bills?

7 A Oh, yeah. The water shut down, the mortgage foreclosure
8 power would have got shut down, no insurance. I mean --

9 Q And you said --

10 A -- all of that happened.

11 Q And you said you got some notices from the Department of
12 Labor that there's personal obligations to, you know, take
13 care of certain things --

14 A Yeah.

15 Q -- on behalf of corporate entities?

16 A Yeah.

17 Q Okay.

18 A Yeah, I didn't -- I didn't realize that the payroll goes
19 personally to the manager of the company.

20 Q Did the entities -- and I'm not going to get into the --
21 using counsel's term getting into weeds on which ones, but
22 the entities that were referenced here today, did they have
23 tax burdens and tax obligations that were documented during
24 that period of time?

25 A We had to pay. We had to continue to pay real estate

1 taxes; yes.

2 Q Okay. And do you know whether those entities or some of
3 those entities indicated losses during the time period
4 reflected between August of 2020 and today?

5 A They all had losses.

6 Q Millions of dollars in losses?

7 A Yes.

8 Q You said some of -- some of the assets were in Florida,
9 right?

10 A Yes.

11 Q Okay. Do you know whether the State of Florida
12 specifically had passed some rules in response to COVID where
13 people who failed to pay rent could not be evicted?

14 A Yeah. There was an eviction moratorium everywhere,
15 Texas, Florida, Illinois, everywhere.

16 Q And did that negatively affect your assets during the
17 period of time from when the documents reflected in what
18 Mr. --

19 MR. WANDNER: I'm sorry.

20 MR. TAHMASSEBI: Mr. Tahmassebi.

21 THE WITNESS: Tahmassebi.

22 MR. TAHMASSEBI: It doesn't bother me.

23 BY MR. WANDNER:

24 Q -- Tahmassebi referenced and as we sit here today?

25 A Yeah, people stopped paying rent essentially.

1 Q But again, that didn't stop bills coming in, right?

2 A No, no. And we -- we asked. We tried to get the water
3 company to give us a pass but they shut down the water unless
4 we paid the bills.

5 Q Do you have any other judgments against you personally
6 out there?

7 A Yeah. There's --

8 Q You mentioned a tax lien.

9 A Yeah.

10 Q What else?

11 A In reading this document, it's referenced on -- in one
12 of these exhibits. There's a judgment now for a million
13 eight on my home mortgage and I think the company is called
14 Edgefield. There's a \$26 million judgment from 2019 --

15 Q Okay.

16 A -- I believe.

17 Q And in your testimony that counsel asked a couple of
18 random questions about, did you ever indicate that you had
19 the authority to use moneys from these LLCs to pay your own
20 debts?

21 A No.

22 Q In fact, didn't you indicate specifically that you were
23 not authorized to use the money to pay your own debts without
24 gaining authority?

25 A Yes.

1 Q And, in fact, in -- even in the cite to the transcript
2 that counsel mentioned, he said "a stroke of the pen and a
3 phone call," the phone call was to the person who you needed
4 to gain authority from which to make a move; isn't that
5 correct?

6 A I'd have to go back and re-read it but I didn't have
7 authority on my own to move money. That's correct.

8 Q Okay. So the bottom line is, like a banker who has the
9 key to the vault at a bank, he has the ability to move money,
10 that doesn't mean he has the authority to move money; is that
11 right?

12 A I believe that's right. Yes.

13 Q Okay. Like a banker who is a manager of Wells Fargo has
14 the key to the vault, he can't go in there, take half a
15 million and go pay his water bill with it, right?

16 A I couldn't -- I couldn't -- I can't move money without
17 my permission.

18 Q Okay.

19 MR. WANDNER: One second.

20 (Brief pause.)

21 MR. WANDNER: That's all I have. Thank you, guys.

22 MR. TAHMASSEBI: We're done.

23 (Proceedings concluded at 12:07 p.m.)
24
25

C E R T I F I C A T E

I hereby certify that the foregoing is a complete, true and accurate transcript of the proceedings had in the above-entitled matter before the Honorable Sharon Johnson Coleman at Chicago, Illinois, on August 31, 2022.

/s/Laura LaCien
Official Court Reporter

September 7, 2022
DATE

KONICEK & DILLON P.C.

Trial Attorneys

Amir R. Tahmassebi - Partner • amir@konicekdillonlaw.com

February 2, 2023

Via Email

Mr. Jason Wandner
Jason M. Wandner, P.A.
100 N. Biscayne Blvd., Suite 1607
Miami, FL 33132

Re: Zhu Zhai Holdings Limited, et al. v. Ivankovich
Case No.: 20-cv-4985

Mr. Wander,

Please provide all documentation evidencing any and all transfers that were made by your client to entities that he controlled or had an interest in from 2018 to present. It is uncontroverted that your client's August 31, 2022, testimony establishes that he used his own personal funds to pay the "obligations" owed by entities he owned or had an interest in:

Q: So you used personal funds to pay obligations of the companies?

A: Yes.

Q: Okay. And that was through 2020 and 2021, correct?

A: It started in 2019 as well.

Q: Okay. And then – and then what – who was the one that authorized payment of your personal funds to pay obligations of the companies, it had to be you, right?

A: Yes.

Q: And how did you transfer funds to these companies – well, which funds did you pay expenses for or obligations for, which corporations?

A: All of them.

Q: And how were those funds transferred?

A: It would have been any way transferring funds. It would have been just bank transfers, wire transfers, check, you know, any means people use to pay bills.

Examination of Anthony Ivankovich, p. 50:12 – 51:3.

Debtor Ivankovich moved over \$11 million of his own assets to pay "obligations" owed by entities he controlled or had an interest in:

Mr. Jason Wandner

February 2, 2023

Page 2

Q: And then if you go down to Schedule B, it talks about “Marketable Securities, Stocks, Bonds, U.S. Government” and the total market value you have is \$11 million, do you see that?

A: Yes.

Q: This is again on your personal financial statement?

A: Yes.

Q: And today, Mr. Ivankovich, do you still have that \$11 million in marketable securities, stocks, bonds, and U.S. government?

A: No.

Q: Okay. And are you telling me that between again 2020 and today August 2022, all of that money was transferred out?

A: It was used to pay bills.

Q: Okay. And what bills was it used to pay?

A: Payroll for the companies, mortgage payments, reserve payments, just the expenses of the companies when everything shut down during COVID.

Id. at 51:17 – 52:9.

Debtor Ivankovich has been involved in the relocation of funds as recently as April of last year:

Q: Since April 6th of 2022, has any money been transferred out of the P2 Portfolio Managing Member LLC or Ivankovich Family LLC accounts?

A: I’m sure there was.

...

Q: Well, you were involved with them, right?

A: Yeah.

Q: And –

A: I was involved in the organization.

Q: And how much was transferred out?

A: I don’t know.

Mr. Jason Wandner

February 2, 2023

Page 3

...

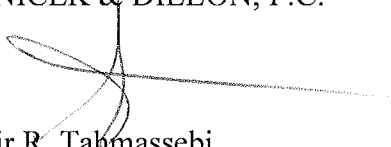
Q: Why was any money moved?

A: Because these are companies that conduct business so to pay bills, to make investments.

Id. 71:25 – 72:13; 73:16-17.

Given the aforementioned testimony, it is undisputed that your client has conducted countless transfers between his personal asserts and the entities he owns or has an interest in. Please provide all documentation evidencing said transfers within the next seven days. We would be happy to discuss further. This communication is made pursuant to Rule 37.

Sincerely,
KONICEK & DILLON, P.C.

A handwritten signature in black ink, appearing to read 'Amir R. Tahmassebi', with a long horizontal stroke extending to the right.

Amir R. Tahmassebi
Enclosure

cc: Michael W. Debre
Cecilio Porras

Re: Ivankovich

Gary Goldstein <gary@gagpa.com>

Wed 3/1/2023 10:18 AM

To: Amir Tahmassebi <amir@konicekdillonlaw.com>

Cc: jason@wandnerlaw.com <jason@wandnerlaw.com>; Connor Whitting
<connor@konicekdillonlaw.com>; Sheila Jacobsen <sheila@konicekdillonlaw.com>; Tihana Karlovic
<tihana@konicekdillonlaw.com>; Michael Debre <MDebre@chuhak.com>; Cecilio I. Porras
<cporras@chuhak.com>

Amir:

Do you have a confidentiality agreement that you prefer to use? I thought there was one entered already in the case approved by Judge Coleman.

You could check with Will Sears. If so we could just agree that the additional documents produced would be covered by that order.

That would include the LLCs whose records most likely will be included in the production.

We have been diligent in attempting to discover and review documents that we believe may be relevant to your informal document request.

We interpret the request to seek information on Steve Ivankovich's contributions to the various LLCs for the period 2018-2020, possibly 2017 if that year has relevant information on this issue.

Most likely we will create a cloud link.

We intend to start putting documents in and sharing them

By next Wednesday. We will not wait for execution of confidentiality order and will rely upon your discretion in granting access to said documents. They should not be included in any public filing absent a court order.

Any questions call Jason or me to work through issues in good faith.

I am copying Mike Debre and Cy with this email because the production will include LLC documents.

Gary

On Mar 1, 2023, at 10:54 AM, Amir Tahmassebi <amir@konicekdillonlaw.com> wrote:

Gary and Jason,

We received your answers to the interrogatories. However, we still have not received the documents requested in our Rule 37 letter. I spoke with Mr. Goldstein approximately two (2) weeks ago and was told they would be forthcoming. Please provide the documents within the next seven (7) days. I'm happy to discuss any issues relating to the production.

Regards,

Amir R. Tahmassebi
Konicek & Dillon, P.C.
70 W. Madison, Suite 2060
Chicago, IL 60602
(312) 328-9166 (Direct)

EXHIBIT

4

RE: Ivankovich

Gary Goldstein <gary@gagpa.com>

Wed 3/29/2023 10:17 AM

To: Connor Whitting <connor@konicekdillonlaw.com>

Connor:

I will respond to the production demand separately. I expect that you will have a formal response from Jason and myself by April 4, 2023. We are proceeding in good faith notwithstanding there being no request for production that complies with FRCP 34 directed to Steven Ivankovich. We have already created and given your firm access to a substantial amount of financial documents including LLC tax returns. If you believe it appropriate at this time to file a Rule 37 motion do so.

I have spoken with Mark Brown about "the telephone call". He received a call from an unknown number and indicated it was a woman's voice who of course he did not recognize and hung up what he believed was a spam call. I provided you with his personal cell number so obviously we in good faith were providing you with information to allow you to contact Mark. I suggest that you text mark identify yourself and provide him with a call back number, he can then return your call and arrange for service of a deposition notice.

Please coordinate the time place and means of deposition zoom preferably with Jason and Cy. I suggest zoom because Mark is not subject to attending a deposition in Chicago. To avoid that dispute try zoom or in person were convenient for the parties and Marks counsel.

Mark's number for you to text: 908-208-5421

Gary

From: Connor Whitting

Sent: Wednesday, March 22, 2023 6:08 PM

To: Gary Goldstein <gary@gagpa.com>; jason@wandnerlaw.com

Cc: Amir Tahmassebi <amir@konicekdillonlaw.com>; Sheila Jacobsen <sheila@konicekdillonlaw.com>

Subject: Re: Ivankovich

Counsel:

It has been almost seven weeks since we sent a Rule 37 letter seeking the production of any and all transfers that were made by Steven Ivankovich to entities that he controlled or had an interest in from 2018 to the present. To date, and despite Mr. Goldstein's prior assurances, we have yet to receive compliance. Many of the documents produced are non-responsive and do not evidence the transfers Ivankovich claims were made in his deposition. If we do not receive said production responses by next Tuesday, we will file a motion to compel. Of note, there have already been a number of Rule 37 conferences. I am available tomorrow or Friday for a Rule 37 conference.

Additionally, I called Mark Brown this morning and he proceeded to hang up on me after I told him who I was. We would ask that you please obtain the suite number to his address at 100 Park Avenue as it should not take you more than a brief phone call to obtain the specific address. He is, after all, the manager of all the relevant entities.

Thank you.

Best,

EXHIBIT 5

Connor

Connor J. Whitting

Konicek & Dillon, P.C.

70 W. Madison, Suite 2060

Chicago, IL 60602

(630) 262-9655 (Direct)

(630) 262-9659 (Fax)

JEANETTE IVANKOVICH, 03/23/2023

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APPEARANCES: (Cont'd)

CHUHAK & TECSON, PC, by

MR. CECILIO PORRAS

(120 South Riverside Plaza, Suite 1700

Chicago, Illinois 60606

312.855.4603

cporras@chuhak.com)

appeared via Zoom on behalf of the

defendant;

SCHILLER DuCANTO & FLECK, by

MS. TANYA STANISH

(321 North Clark Street, Suite 1200

Chicago, Illinois 60654

312.235.6611

tstanish@sdflaw.com)

appeared on behalf of the deponent;

LAW OFFICE OF GARY S. GOLDSTEIN, by

MR. GARY S. GOLDSTEIN

(11 High Street

Chester, New York 10918

845.469.8630)

appeared via Zoom on behalf of Steven

Ivankovich.

* * * * *

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(Witness sworn.)

JEANETTE IVANKOVICH

called as a witness herein, having been first duly

sworn, was examined and testified as follows:

EXAMINATION

BY MR. TAHMASSEBI:

Q. Can you please state your name?

A. Jeanette Ivankovich.

Q. Okay. You still go by Ms. Ivankovich;

is that okay?

A. Yes.

Q. Okay. Have you given a deposition

before?

A. Yes.

Q. Okay. And just give me the context if

you could of the deposition.

A. I was deposed by Steven's divorce

counsel.

Q. Okay. And I'm assuming that related to

something with one of the service motions where the

jurisdiction will be or something to that effect.

A. Yes.

MR. TAHMASSEBI: Okay. Counsel, you wanted

to make an announcement.

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I N D E X

Witness: Page

JEANETTE IVANKOVICH

Examination by:

Mr. Tahmassebi..... 4

Mr. Porras..... 53

E X H I B I T S

No.	Description	Marked/Referenced
1	Personal Financial Statement - Steven	
	Ivankovich August 2020.....	11
2	Pilgrim V Portfolio Organization	
	Chart.....	19
3	Affidavit in Support of Emergency	
	Petition for Temporary and Permanent	
	Maintenance, Child Support and for	
	Other Relief.....	23
4	Affidavit in Support of Emergency	
	Petition for Exclusive Possession.....	29
5	Asset Summary, Atlas P5 Portfolio.....	35
6	Answer to Amended Citation	
	Proceedings by Stifel Financial Corp...	41

(Exhibits attached/scanned.)

- - -

Page 3

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MS. STANISH: Yeah.

MR. TAHMASSEBI: Do you want to do that now

so we don't forget?

MS. STANISH: Sure. Tanya Stanish, Schiller

DuCanto & Fleck on behalf of Jeanette Ivankovich.

I just wanted to let counsel know

that in the divorce matter, which is 2021 D 9220,

there is a protective order which is about to be

entered. It was tendered to the court yesterday.

Hasn't been officially stamped yet. But I did --

I am providing a copy to you, Counsel, of the

protective order that was sent to the judge. It

protects documents and information relating to

Atlas, LLC.

So to the extent that you ask

Ms. Ivankovich any questions related specifically

to Atlas, LLC, we may need to pause to see -- and

for me to review and confer with my client to see

if she can answer the question or not.

MR. TAHMASSEBI: Okay. Understood. And I

haven't had a chance to look at this, but I'll do

so. And if we come to an issue, we'll take a

break.

MS. STANISH: And I don't know. Mr. Porras,

Page 5

<p style="text-align: right;">Page 6</p> <p>1 do you want to put your appearance on the record?</p> <p>2 MR. PORRAS: Yeah. Yeah, I do. Thanks,</p> <p>3 Tanya. So Cy Porras, P-o-r-r-a-s, on behalf of the</p> <p>4 intervenor LLCs.</p> <p>5 And just for my knowledge, since I'm</p> <p>6 on Zoom, is Jason Wandner there or Gary Goldstein?</p> <p>7 I didn't hear any introduction of any sort at the</p> <p>8 beginning.</p> <p>9 MR. TAHMASSEBI: So Mr. Goldstein, who does</p> <p>10 not have an appearance in this matter for one, but</p> <p>11 has indicated he represents Mr. Ivankovich as you</p> <p>12 know in various correspondence in the -- in our</p> <p>13 cases, asked for the Zoom information, asked if he</p> <p>14 could sit in. I said he's welcome to. Despite</p> <p>15 that he doesn't have an appearance, we sent him the</p> <p>16 information.</p> <p>17 Mr. Wandner received notice of the</p> <p>18 deposition just as you did, Counsel. I haven't</p> <p>19 heard from them.</p> <p>20 About ten minutes ago -- we were</p> <p>21 supposed to start at 1:30. Everybody was here on</p> <p>22 time, including yourself. I did them the courtesy</p> <p>23 of a note saying we'd wait about 10 to 15 minutes</p> <p>24 for them. We're since past that time. So I don't</p>	<p style="text-align: right;">Page 8</p> <p>1 A. 920 West George, Chicago.</p> <p>2 Q. And how long have you been at that</p> <p>3 address?</p> <p>4 A. Since September 1st, 2021.</p> <p>5 Q. And is that a rental, I think I saw on</p> <p>6 some of the papers?</p> <p>7 A. Correct.</p> <p>8 Q. And does Mr. Ivankovich pay for those</p> <p>9 rental expenses?</p> <p>10 A. Yes.</p> <p>11 Q. And approximately what's the rent a</p> <p>12 month?</p> <p>13 A. The rent started out at 9,000 on</p> <p>14 September 1st, 2021. Went to -- I negotiated it</p> <p>15 down when Mr. Ivankovich stopped providing support</p> <p>16 for me and the children in July 2021 to 8,000. And</p> <p>17 then November 2021 I negotiated it down to --</p> <p>18 MS. STANISH: I think you misspoke. July of</p> <p>19 what year?</p> <p>20 THE WITNESS: Oh, 2022. I'm sorry. I'm</p> <p>21 sorry. 2022.</p> <p>22 And then in November 2022, I</p> <p>23 negotiated it down to 5,000 due to my financial</p> <p>24 circumstances.</p>
<p style="text-align: right;">Page 7</p> <p>1 see any reason to wait any longer.</p> <p>2 MR. PORRAS: I see. Amir, do you mind if I</p> <p>3 just give them a call, specifically Jason, to see</p> <p>4 if I can reach him, I mean one or two minutes, and</p> <p>5 then obviously if he doesn't answer, doesn't give</p> <p>6 me any indication as to what's going on, we can</p> <p>7 proceed?</p> <p>8 MR. TAHMASSEBI: Is that okay, Counsel?</p> <p>9 MS. STANISH: That's fine.</p> <p>10 THE WITNESS: I mean, I'm on a time limit. I</p> <p>11 have kids, so ...</p> <p>12 MR. TAHMASSEBI: Yeah, we'll give him a</p> <p>13 minute or two if you want to try.</p> <p>14 MS. STANISH: Yeah.</p> <p>15 MR. TAHMASSEBI: But no longer.</p> <p>16 MR. PORRAS: Okay. Appreciate it. Just give</p> <p>17 me one minute.</p> <p>18 MR. TAHMASSEBI: We'll go off the record.</p> <p>19 (Brief pause.)</p> <p>20 MR. TAHMASSEBI: Let's go back on the record</p> <p>21 then.</p> <p>22 BY MR. TAHMASSEBI:</p> <p>23 Q. Ms. Ivankovich, where do you currently</p> <p>24 reside?</p>	<p style="text-align: right;">Page 9</p> <p>1 BY MR. TAHMASSEBI:</p> <p>2 Q. Okay. And when approximately did</p> <p>3 Mr. Ivankovich stop providing assistance to you and</p> <p>4 the children? You have two children, right?</p> <p>5 A. I do have two children.</p> <p>6 Q. And I don't want to talk about the</p> <p>7 children. But I just want to know if they're</p> <p>8 still --</p> <p>9 A. Yeah, just for the family.</p> <p>10 In October --</p> <p>11 Q. Approximately.</p> <p>12 A. October 2021, he stopped providing</p> <p>13 assistance and made me contact his mother for</p> <p>14 support.</p> <p>15 In February 2022, he started</p> <p>16 supporting us again.</p> <p>17 And then in July 2022, he cut off</p> <p>18 all support until December 2022 when the judge said</p> <p>19 probably not a good idea.</p> <p>20 Q. Okay. And so prior to Mr. Ivankovich</p> <p>21 cutting off the support, did he tell you at any</p> <p>22 time in the year or two prior to that that his</p> <p>23 businesses were failing, that his personal assets</p> <p>24 had all been transferred away, and that he could no</p>

<p style="text-align: right;">Page 10</p> <p>1 longer provide you support from a financial basis 2 and that was the reason for stopping helping you 3 and the kids with your finances? Do you understand 4 what I'm -- 5 A. I don't understand. Could you please 6 clarify that? 7 Q. Yeah. So when the support was cut off, 8 was there a discussion between you and him where he 9 came to you and said, Look, since COVID has come 10 about, I have had to basically liquidate all of my 11 resources? At one point, and I'll show you the 12 financial statement, he was worth approximately 13 55 million. And since COVID now I am worth zero? 14 A. He didn't say anything to me. But our 15 lifestyle definitely did not reflect what you are 16 saying. 17 When I filed for divorce, we were on 18 a 150-foot yacht that requires a seven-person crew. 19 He had a fishing boat that he purchased for a 20 captain at 42 foot. And he had a recreational boat 21 that we used that was 34 foot. 22 So I think Steve's always been fluid 23 with what he considers personal and business 24 expenses. But our lifestyle did not reflect any</p>	<p style="text-align: right;">Page 12</p> <p>1 that signature? Does that look like -- 2 A. That's Steven's, yes. 3 MR. TAHMASSEBI: Okay. And then if you go 4 to the third page of Exhibit 21 -- and this is a 5 document, just so you know, Counsel, that was 6 produced in the other litigation. In our 7 litigation. Excuse me. 8 MS. STANISH: Okay. 9 MR. TAHMASSEBI: And it is also subject to 10 a protective order. So I would ask that it not be 11 disseminated at this point in time without leave of 12 court in the other action. 13 MS. STANISH: Okay. 14 MR. TAHMASSEBI: But we're here for our 15 action, so there's no preclusion about me asking 16 Ms. Ivankovich about it. 17 MS. STANISH: Okay. 18 BY MR. TAHMASSEBI: 19 Q. So if you look at -- in the third page 20 on the right column, and then you look down, it's a 21 little hard to read, but you see where it says Net 22 Worth (Total Assets minus Liabilities)? 23 A. Net Worth (Total Assets, minus -- yes. 24 Q. Okay. And there it says -- and this is</p>
<p style="text-align: right;">Page 11</p> <p>1 downturn during COVID. 2 Q. Okay. Great. 3 A. In fact, it was kind of an uptick. 4 Q. And so that's exactly -- so Mr. -- just 5 so you know, Mr. Ivankovich testified that once 6 COVID hit, he had to transfer any personal assets, 7 any interest -- a lot of interest that he had in 8 his businesses to keep them afloat, and he went 9 from close to, and I'll show it to you, a net worth 10 of 56 million to a net worth of almost zero. 11 And all I'm getting at is based on 12 what you saw and the lifestyle you guys lived, that 13 testimony is not true? 14 A. Correct. 15 Q. And so I'll show you what I've marked 16 as Exhibit No. 1. 17 A. Can I get my glasses? 18 Q. Yeah, please do. 19 So Exhibit No. 1 is -- you'll see 20 the P is missing. But, Jeanette, it's a personal 21 financial statement of Steven Ivankovich dated 22 August 2020. 23 A. Okay. 24 Q. And then does that -- do you recognize</p>	<p style="text-align: right;">Page 13</p> <p>1 his personal financial statement -- that as of 2 September -- excuse me, August 26, 2020, 3 \$55,367,404. Do you see that? 4 A. I do. 5 Q. Okay. And since -- and if I hear your 6 testimony correctly, since August 26 of 2020, 7 Mr. Ivankovich never came to you and said, 8 Jeanette, that 55 million, or whatever I've had in 9 the bank, it's gone, I can no longer support you 10 and the children? 11 A. No. 12 Q. Okay. And, in fact, I think you said 13 your lifestyle exemplified almost -- not the 14 opposite, but that you had those kinds of funds? 15 A. Yes. 16 Q. Okay. Would you have expected if -- 17 and I don't want to get into the whole husband and 18 wife dynamic. But I'm just thinking from my own 19 experience if there was a financial hardship of 20 that amount, 55 million, would you have expected 21 you to somehow know or have some idea that that was 22 the case? 23 A. If the 55 million took a turn, I would 24 expect it to be reflected in our lifestyle. I</p>

<p style="text-align: right;">Page 14</p> <p>1 don't know if Steven would come to me personally 2 and say that, but I would expect our lifestyle to 3 change, which it didn't. 4 Q. Okay. Let's look at Exhibit No. 2. 5 Make sure I'm done with 1. 6 Oh, let me -- these are tough to 7 read. But can we go back to Exhibit 1 just for a 8 second? 9 A. Is that page 3? 10 Q. We're going to look at page 4. I'm 11 really going to test everybody's eyes a little bit. 12 And there's a Schedule G about two- 13 thirds of the way down. 14 A. Yes. 15 Q. Okay. And in the column, there's a -- 16 it's Schedule G, just so the record's clear, 17 Unlisted Securities Owned. And then the one I want 18 to talk about is Atlas P5 Portfolio. It's the 19 third one down. Do you see that? I know it's 20 tough to see. 21 A. I do. 22 Q. Okay. And then at the very right, it 23 says an amount of 29,140,000. Do you see that? 24 A. I do.</p>	<p style="text-align: right;">Page 16</p> <p>1 MR. TAHMASSEBI: Sure. 2 MR. GOLDSTEIN: Can you just identify 3 yourself? Because I came in late. And then I 4 can comment. 5 MR. TAHMASSEBI: Yeah, you did come in late. 6 My name is Amir Tahmassebi. I represent the 7 holdings entities. 8 MR. GOLDSTEIN: Okay. 9 MR. TAHMASSEBI: And I don't -- I did not see 10 your appearance on file, but I did tell you that 11 I'd, as a courtesy, allow you to appear. But I'm 12 going to ask that if you're going to appear you 13 appear with your video. 14 MR. GOLDSTEIN: Okay. And you did tell me 15 that I could appear, did you not? 16 MR. TAHMASSEBI: I said as a courtesy you 17 could appear. But if you're going to appear, 18 you're going to have to follow the rules that we're 19 doing here in Illinois. And if it's a dep via 20 Zoom, I'd want to see your video on. 21 MR. GOLDSTEIN: Okay. And -- yeah. Let's 22 try this. Well, you -- wait a minute. Okay. But 23 you can't see me, so let's get this going in the 24 right direction. Here you go. Can you see me?</p>
<p style="text-align: right;">Page 15</p> <p>1 Q. Okay. I think you said earlier -- do 2 you know what Atlas P5 Portfolio is? Have you 3 heard of those -- that entity before or no? 4 A. I know Atlas and Alliance have 5 covered -- 6 (Brief interruption.) 7 MR. TAHMASSEBI: Mr. Goldstein, if you're 8 going to appear, we'd ask that you turn on your 9 video. 10 MR. GOLDSTEIN: Turn it on? 11 MR. TAHMASSEBI: Yes. 12 MR. GOLDSTEIN: No. 13 MR. TAHMASSEBI: You're refusing to turn on 14 your video? 15 MR. GOLDSTEIN: I don't see why you have to. 16 I can't see you. 17 MR. TAHMASSEBI: Well, then you know what? 18 You don't have to see me. The deponent is here. 19 I'm here live. 20 Did you ever file an appearance in 21 the matter? 22 MR. GOLDSTEIN: Okay. Wait a minute. Who -- 23 okay. Just let's get -- let me -- I'm not -- I 24 just joined. Who's talking?</p>	<p style="text-align: right;">Page 17</p> <p>1 MR. TAHMASSEBI: Yes. 2 MR. GOLDSTEIN: You see me now? 3 MR. TAHMASSEBI: Yep. 4 MR. GOLDSTEIN: Okay. Now you can go on with 5 your deposition. Wait a minute. I'll even make it 6 better for you because you don't want to see that 7 picture in the background. I go through this all 8 the time. Okay. Go ahead, and I'll fix it up, 9 unless you want to wait until I get it absolutely 10 perfect for you. 11 MR. TAHMASSEBI: No, I don't want to wait any 12 longer than I've already waited for you. 13 MR. GOLDSTEIN: You didn't wait for me. 14 MR. TAHMASSEBI: Okay. The -- I'm going to 15 continue. 16 MS. STANISH: I think Cy wanted to say 17 something. 18 MR. GOLDSTEIN: Just so we're clear, you did 19 consent to me appearing, did you not? 20 MR. TAHMASSEBI: I said yes. 21 MR. GOLDSTEIN: Okay. Good. Let's go. 22 BY MR. TAHMASSEBI: 23 Q. Ms. Ivankovich, we were talking about 24 the Atlas P5 Portfolio and the Alliance. And I</p>

<p style="text-align: right;">Page 18</p> <p>1 think you were going to discuss what your knowledge</p> <p>2 of those entities is or was.</p> <p>3 A. I know there's multiple Alliance Atlas</p> <p>4 LLCs; whether it's portfolio, Birchwood, Multi-</p> <p>5 family, Atlas Homes, Atlas -- the specifics, but</p> <p>6 there's probably more than 15 or 20 --</p> <p>7 Q. Okay.</p> <p>8 A. -- that are associated with that, yes.</p> <p>9 Q. And is it your understanding that</p> <p>10 Mr. Ivankovich individually has some interest in</p> <p>11 those entities?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And where does that understanding</p> <p>14 come from? Mr. Ivankovich himself?</p> <p>15 A. Yes, directly from Steven.</p> <p>16 Q. And what has Steven told you? And I'm</p> <p>17 not asking for -- you don't have to go into the</p> <p>18 specifics, but just that he's an owner of these</p> <p>19 entities, has control over them?</p> <p>20 A. Yes. From my understanding, he has</p> <p>21 control of the funds going in and out, and he's a</p> <p>22 partner.</p> <p>23 Q. And just so -- we list some of them.</p> <p>24 The Alliance entities, there's a couple. The Atlas</p>	<p style="text-align: right;">Page 20</p> <p>1 either --</p> <p>2 MR. PORRAS: Amir, real --</p> <p>3 BY MR. TAHMASSEBI:</p> <p>4 Q. We can either -- we can either do it</p> <p>5 you can go through it yourself, Ms. Ivankovich, and</p> <p>6 tell me the ones that you recognize or a variation</p> <p>7 thereof, or I can go through it one by one,</p> <p>8 whichever you prefer.</p> <p>9 MR. PORRAS: Amir, real quickly. Real</p> <p>10 quickly. This is Cy Porras again. Do you mind if</p> <p>11 she just shows the camera what the exhibit shows so</p> <p>12 I know what we're looking at?</p> <p>13 MR. TAHMASSEBI: I don't mind, no.</p> <p>14 MR. PORRAS: Okay. I appreciate that. Okay.</p> <p>15 All right. And that's Exhibit 3, I think. Did</p> <p>16 you --</p> <p>17 MR. TAHMASSEBI: Exhibit 2.</p> <p>18 MR. PORRAS: Okay. It's marked as Exhibit 3.</p> <p>19 MS. STANISH: That was one of my questions.</p> <p>20 My second question is this a</p> <p>21 protected document under your protective order?</p> <p>22 MR. TAHMASSEBI: This is not.</p> <p>23 MS. STANISH: Okay.</p> <p>24</p>
<p style="text-align: right;">Page 19</p> <p>1 P5 Portfolio, that's one. The Atlas P2 Portfolio.</p> <p>2 What about the Ivankovich -- those</p> <p>3 are some that you've been told he has an interest</p> <p>4 in and controls the funds that are transferred in</p> <p>5 and out?</p> <p>6 A. Yes.</p> <p>7 Q. And then as far as the couple others I</p> <p>8 want to talk about -- you know what? I'll show you</p> <p>9 a document so it'll make it easier. We'll mark</p> <p>10 this actually as Exhibit 2.</p> <p>11 I don't think I showed her the</p> <p>12 affidavit.</p> <p>13 Exhibit 3 is a document that</p> <p>14 actually Mr. Ivankovich was shown at his deposition</p> <p>15 and authenticated the structure.</p> <p>16 But take a look at Exhibit Number --</p> <p>17 Exhibit 2, just for the record, is a chart of a</p> <p>18 number of different LLCs and kind of where they</p> <p>19 stand as far as the subsidiaries and then the</p> <p>20 ultimate ownership. So I just want to talk a</p> <p>21 little bit, Ms. Ivankovich, about some of these and</p> <p>22 if you've been told at some point in time that, in</p> <p>23 fact, Steven Ivankovich has an interest and/or</p> <p>24 control over some of these LLCs. And we can</p>	<p style="text-align: right;">Page 21</p> <p>1 BY MR. TAHMASSEBI:</p> <p>2 Q. So do you recognize -- let's just start</p> <p>3 with the entity Overlook, Ms. Ivankovich. Does</p> <p>4 that name ring a bell to you? You'll see Steven V.</p> <p>5 Ivankovich listed as the managing member.</p> <p>6 A. Managing member.</p> <p>7 Q. Yeah.</p> <p>8 A. Some of these are not familiar with</p> <p>9 me nor would they be because we wouldn't have</p> <p>10 discussed them. I do recall seeing in publications</p> <p>11 that Steven was the facilitator of a sale for</p> <p>12 Caribbean Isle for 49.5 million with a purchase</p> <p>13 price four years previous of like 22 million and</p> <p>14 that he was the CFO and the facilitator of that</p> <p>15 sale.</p> <p>16 Q. You're talking about Pilgrim Caribbean</p> <p>17 Isle, LLC?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And then we talked about the</p> <p>20 Alliance entities already, right?</p> <p>21 A. Yes. And then the Alliance entities,</p> <p>22 there's multiple that I've always assumed Steven</p> <p>23 was part of based off conversations with him.</p> <p>24 Q. Okay. And Mr. Ivankovich never told</p>

<p style="text-align: right;">Page 22</p> <p>1 you since COVID hit in 2020 up until you guys had a</p> <p>2 falling out that he had to transfer money out of</p> <p>3 these entities or he had to transfer his personal</p> <p>4 funds to the point where he could no longer afford</p> <p>5 to live the lifestyle you guys were living, correct?</p> <p>6 A. He would not have shared that</p> <p>7 information with me. That wasn't how our marriage</p> <p>8 operated.</p> <p>9 But I will say that our lifestyle</p> <p>10 did not reflect Steven transferring funds out.</p> <p>11 Q. Did Mr. Ivankovich ever tell you that</p> <p>12 he was taking on a bunch of loans or personal</p> <p>13 liability in order for you guys to maintain your</p> <p>14 lifestyle?</p> <p>15 A. He told me that after I filed for</p> <p>16 divorce. But that was not part of our conversation</p> <p>17 pre-divorce, no.</p> <p>18 Q. So it wasn't until you filed for</p> <p>19 divorce that you heard from Mr. Ivankovich that he</p> <p>20 was, quote, unquote, broke?</p> <p>21 A. That he was destitute, yes.</p> <p>22 Q. Okay.</p> <p>23 A. And looking for a job as a tennis</p> <p>24 instructor or dive instructor. Year and a half</p>	<p style="text-align: right;">Page 24</p> <p>1 A. Yes.</p> <p>2 Q. Okay. And this is an affidavit that</p> <p>3 you would have reviewed for its accuracy before you</p> <p>4 signed it?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And this is what you touched on</p> <p>7 already. I want to look at paragraph 16 on what is</p> <p>8 page 10 of the document, but that's because it's</p> <p>9 part of the --</p> <p>10 A. Yes.</p> <p>11 Q. Okay. So you say here, While I am</p> <p>12 unclear of Steven's income from all sources, on or</p> <p>13 about September 30th, 2021, Steven purchased a</p> <p>14 five-bedroom, 150-foot yacht for \$3.5 million. Do</p> <p>15 you see that?</p> <p>16 A. Yes.</p> <p>17 Q. And as far as you know, that did occur</p> <p>18 by Mr. Ivankovich?</p> <p>19 A. Yes.</p> <p>20 Q. And you, in fact -- at that time were</p> <p>21 you guys still together, or was that --</p> <p>22 A. Yes.</p> <p>23 Q. All right. And I'm assuming you knew</p> <p>24 he purchased it because he told you, I bought this</p>
<p style="text-align: right;">Page 23</p> <p>1 still job hunting.</p> <p>2 Q. He testified in our case that he was --</p> <p>3 spent his days sitting on the beach, playing</p> <p>4 tennis, and looking at girls. Is that similar to</p> <p>5 what you're referring to?</p> <p>6 A. No, no. Because my experience with</p> <p>7 Steven is actually he worked around the clock and</p> <p>8 he traveled for work. And he told me he was</p> <p>9 working hard. And COVID definitely kind of pulled</p> <p>10 back on a lot of his, quote, unquote, business</p> <p>11 travel.</p> <p>12 But I was not told that he was</p> <p>13 sitting on the beach looking at girls especially as</p> <p>14 he was married. I can't say what he's doing now.</p> <p>15 But he's had a pretty active travel schedule for</p> <p>16 somebody who doesn't have a job. And he has</p> <p>17 partners who accompany him on these trips, so ...</p> <p>18 Living the life.</p> <p>19 Q. Exhibit No. 3. And you touched on --</p> <p>20 so Exhibit 3, for the record, is an affidavit filed</p> <p>21 October 25th, 2021 in the divorce action here in</p> <p>22 Cook County. And just so I can confirm, there's --</p> <p>23 on the last page, that's your it looks like kind of</p> <p>24 stamped signature, right?</p>	<p style="text-align: right;">Page 25</p> <p>1 yacht.</p> <p>2 A. Yes. I was in the process of helping</p> <p>3 him rehab it.</p> <p>4 Q. Okay. And, in fact -- and then he also</p> <p>5 told you, I'm assuming, around that same time that</p> <p>6 it cost about 20,000 -- well, let me back up. Did</p> <p>7 he ever tell you that the yacht, the \$3.5 million</p> <p>8 yacht, he couldn't afford it?</p> <p>9 A. No.</p> <p>10 Q. Okay. Do you know how or if he</p> <p>11 financed the yacht at all?</p> <p>12 A. I don't know. I wasn't privy to that.</p> <p>13 Q. Did he ever tell you at the time of</p> <p>14 the purchase that it was someone else that</p> <p>15 purchased it, not him?</p> <p>16 A. I mean, from my --</p> <p>17 Q. Just -- I'm sorry. Did he ever tell</p> <p>18 you?</p> <p>19 A. No.</p> <p>20 Q. Okay. And then he also told you, it</p> <p>21 sounds like, that it cost about 20,000 to dock it?</p> <p>22 A. Correct.</p> <p>23 Q. And did he ever tell you that someone</p> <p>24 else -- did Mr. Ivankovich say someone else besides</p>

<p style="text-align: right;">Page 26</p> <p>1 him was covering that \$20,000 at the time or on or 2 around the time he purchased it? 3 A. That was not the implication. The 4 implication was it belonged to Steven. He implied. 5 Q. And then it says 150,000 a year for the 6 yacht's captain salary, which sounds about right. 7 A. That's what we discussed, because he 8 wanted to replace the captain and how much it would 9 cost to replace the captain of the boat. 10 Q. And so I'm assuming when this purchase 11 was made, it was -- it's a big deal for you guys, 12 right? Number one, it's fun and interesting. 13 A. Yes. 14 Q. Number two, it's expensive. 15 A. Yes. 16 Q. And number three, it was going to be a 17 lot of work for sounds like you and Mr. Ivankovich. 18 A. Yes. 19 Q. Okay. Was there anybody else -- when 20 you -- I think you said you were going to assist 21 with the rehab of it. 22 A. Yes. 23 Q. I'm assuming remodeling, design, things 24 like that.</p>	<p style="text-align: right;">Page 28</p> <p>1 employed people to assist you on what needed to be 2 helped with. 3 A. I had people helping me, and Steven was 4 employing people. 5 Q. I guess what I'm getting at is as far 6 as who the bosses were -- 7 A. Steven. 8 Q. Okay. 9 A. Steven was the boss for sure. 10 Q. Okay. 11 A. There's text messages from people he 12 employed referring to him as boss man with this 13 project. 14 Q. Okay. And as far as you -- good 15 enough. I don't want to get into it. I read 16 about -- how many times did you actually go down 17 and -- let me back up. 18 Approximately when did you go down 19 to first see the boat, the yacht, whatever we're 20 calling it? 21 A. I think I spent two periods on the boat 22 before Steven had me falsely arrested. And then I 23 filed for divorce. 24 Q. And I don't want to go into that</p>
<p style="text-align: right;">Page 27</p> <p>1 A. Yes. 2 Q. Was there anybody else that you worked 3 with in order to -- let me -- how can I put it? 4 Aside from you and Mr. Ivankovich, were there other 5 people that you were aware of that were directly 6 involved with the rehab or with the operation of 7 the yacht or with -- 8 A. Many. When you talk about a 150-foot 9 boat, that's not something that can be carried out 10 by one or two people. 11 Q. No. But as far as who was in charge -- 12 A. Yes. 13 Q. -- that would have been you guys, you 14 and Mr. Ivankovich? 15 A. And Steve was employing other people to 16 help facilitate -- 17 Q. Got it. 18 A. -- the rehab. 19 Q. Okay. Now I think we're on the same 20 page. So in other words, obviously it takes a lot 21 of people to do what was being done. 22 A. Correct. 23 Q. So Steve would employ people to assist. 24 I'm assuming you would direct -- Steve and yourself</p>	<p style="text-align: right;">Page 29</p> <p>1 because I'm sure it's not fun to talk about. But 2 the kids -- were the kids there on that trip? 3 A. The kids were on that trip, yes. 4 Q. And I'm assuming you were released and 5 there were no charges filed. 6 A. I was released. Steven pushed charges. 7 The charges were dismissed. And then Steven tried 8 to get the charges reinstated. 9 Q. Okay. 10 A. Unsuccessfully. But continued to 11 threaten me with getting them reinstated for the 12 next year. I then continued to show the children 13 the video of my arrest. 14 Q. The purchase, it says, was on or around 15 September 30th, 2021. Is that just -- is that date 16 based on what Steven told you? 17 A. Yeah. Probably a little earlier than 18 that. But that is when I started to become 19 involved. 20 Q. Okay. Did you ever see any paperwork 21 relative to that purchase? 22 A. No. 23 Q. Okay. Exhibit No. 4. This is Exhibit 24 No. 4. This is another affidavit. And just if you</p>

<p style="text-align: right;">Page 30</p> <p>1 can just confirm for me on the last page, 13, that 2 looks like the same signature stamp. 3 A. Yes. 4 Q. Okay. 5 MS. STANISH: Can I have a copy? 6 MR. TAHMASSEBI: Oh, I'm sorry. 7 THE WITNESS: I think it's the same one. 8 BY MR. TAHMASSEBI: 9 Q. Did I give you the same one? I think 10 it's a little bit -- it's a little bit different. 11 A lot of it, Exhibit 4, overlaps, 12 but I want to focus on one part that doesn't. And 13 that's at the very -- it's on the very last page 14 too. 15 A. Page 13? 16 Q. Yes. Thank you. Page 13. 17 So on paragraph 26 of page 13, the 18 affidavit says, Steven has sufficient housing 19 available to him in that his parents reside in a 20 luxury home in North Shore, Steven has friends that 21 live in the City of Chicago, and Steven has ample 22 moneys to pay for a hotel while not living on his 23 yacht in Florida, our rental apartment -- is that 24 Islamorada?</p>	<p style="text-align: right;">Page 32</p> <p>1 A. No. 2 Q. Okay. Were all your accounts through -- 3 A. Business. 4 Q. Businesses? 5 A. Yes. 6 Q. Okay. And were you listed on those 7 accounts as a signator? Or at least somebody that 8 could withdraw funds maybe would be a better way to 9 put it. 10 A. No. 11 Q. Okay. So then when you needed -- for 12 example, let's just go back in, say, the year 2020, 13 if you needed to get out cash, a thousand dollars. 14 A. Steven would transfer money to a TRG 15 account, and then I would have access to it. TRG 16 International. That was what my debit card was. 17 Or he would Venmo me money. 18 Q. Did -- and at that time, let's just say 19 2020, 2021, before you and Mr. Ivankovich split up 20 or you filed for divorce, was there ever a time 21 where you said, Steven, I need five grand to go for 22 whatever, and he said, No, we can't afford that, 23 or, No, I'm not going to authorize that? 24 A. I never really asked for five grand.</p>
<p style="text-align: right;">Page 31</p> <p>1 A. Islamorada, correct. 2 Q. -- (continuing) or his parents' home in 3 Key Biscayne. Or "Biscon." I don't know how -- 4 A. Key Biscayne, yes. Correct. 5 Q. And so when you say -- in this 6 affidavit that's signed on October 25th, 2021, just 7 give me an idea when you say that Steven has ample 8 money to pay for a hotel kind of, you know, what's 9 that based on. 10 A. Well, it could be based on in December 11 2022 we subpoenaed his passport, and Steven has 12 been in Dubai, Spain, France, the Cayman Islands, 13 the Dominican Republic, and other countries that I 14 can't name offhand -- 15 Q. Sure. 16 A. -- where I'm sure he's paying for a 17 hotel living there. So I think yes. And Steven 18 has traveled extensively. My impression was for 19 work. That's what he always implied and told me. 20 But he has told the court that he hasn't had a job 21 for ten years, so ... 22 Q. On that, I guess, as far as when you 23 were married, before the divorce was filed, did 24 the -- did you guys have a personal bank account?</p>	<p style="text-align: right;">Page 33</p> <p>1 I would always get it in like couple grand 2 increments. But, no, I mean ... 3 Q. Any time you needed money at least -- 4 A. Any time -- there were a couple points 5 where I -- he wasn't able to provide money for 6 whatever reason, and I would call his mother, and 7 she would provide; for like tuition or children's 8 expenses, if tuition was late. 9 Q. I think you said earlier that as far as 10 you understood there was always somewhat of a blur 11 between Mr. Ivankovich's personal finances and what 12 he would take from the businesses. 13 A. Correct. 14 Q. Can you expand on that a little? 15 A. Yeah. As Steven presented, we had a 16 Chase credit card that has business expenses and 17 personal expenses on it. 18 Q. Okay. And so the Chase credit card, 19 was that through -- do you know which business that 20 was through? Was that one of the Atlas entities? 21 A. I think his father was the primary card 22 holder, Anthony Ivankovich. 23 Q. When you say it had business, as far as 24 personal, in other words, you would be able to use</p>

<p style="text-align: right;">Page 34</p> <p>1 the card?</p> <p>2 A. Yes.</p> <p>3 Q. And then also as far as you understood</p> <p>4 it, it was used for business expenses?</p> <p>5 A. Yes.</p> <p>6 Q. And which businesses in your mind?</p> <p>7 They kind of all --</p> <p>8 A. I mean, Atlas is an umbrella company</p> <p>9 for multiple LLCs. So Atlas Homes, Atlas -- I</p> <p>10 don't know. I didn't delve that far.</p> <p>11 Q. Atlas Homes, LLC, and then you knew --</p> <p>12 A. Management, you know. I don't know</p> <p>13 what else.</p> <p>14 Q. But as far as you understood that the --</p> <p>15 a lot of Mr. Ivankovich's -- Steven Ivankovich's</p> <p>16 business expenses were intermingled with some of</p> <p>17 the personal expenses?</p> <p>18 A. Yes.</p> <p>19 Q. And I'm just going to -- try to let me</p> <p>20 finish the question first so that Nick can take it</p> <p>21 down. You know where I'm going, and I know where</p> <p>22 I'm going. But I don't want him to -- and I think</p> <p>23 just so that one's clear, the business expenses</p> <p>24 that Mr. Ivankovich had for Atlas were intermingled</p>	<p style="text-align: right;">Page 36</p> <p>1 Q. Okay. If you take a look at page --</p> <p>2 it's a double-sided one first. But if you look at</p> <p>3 page 12 of Exhibit No. 5.</p> <p>4 MS. STANISH: Is this a protected document?</p> <p>5 MR. TAHMASSEBI: It is not.</p> <p>6 MS. STANISH: Okay.</p> <p>7 BY MR. TAHMASSEBI:</p> <p>8 Q. And I want to look specifically at the</p> <p>9 third paragraph under the heading Comments about</p> <p>10 two-thirds of the way down.</p> <p>11 A. Yes.</p> <p>12 Q. And just so you know, Ms. Ivankovich,</p> <p>13 this is, you know, basically -- this was not</p> <p>14 prepared by Mr. Ivankovich, but he testified he</p> <p>15 provided information for Walker Dunlop to put this</p> <p>16 together.</p> <p>17 A. Okay.</p> <p>18 Q. Third paragraph down under Comments,</p> <p>19 Mr. Ivankovich reports his tangible net worth and</p> <p>20 liquidity to be 42.7 million and 12.1 million</p> <p>21 respectively as of January 2019. And it goes on,</p> <p>22 Of his 12.1 million in liquidity, 11 million is in</p> <p>23 marketable securities and 1.1 million in cash. Do</p> <p>24 you see that?</p>
<p style="text-align: right;">Page 35</p> <p>1 a lot of the times with your personal expenses,</p> <p>2 correct?</p> <p>3 A. Correct.</p> <p>4 Q. Okay. An entity called A & O Family,</p> <p>5 LLC, are you familiar with that entity?</p> <p>6 A. Yes.</p> <p>7 Q. All right. Let me show you what I'm</p> <p>8 going to mark as Exhibit 5.</p> <p>9 A. Is this finished?</p> <p>10 Q. Yes.</p> <p>11 So Exhibit 5 is a document called</p> <p>12 Asset Summary Atlas P5 Portfolio. You said you</p> <p>13 were familiar with the A & O Family, LLC?</p> <p>14 A. Yes.</p> <p>15 Q. Tell me what your understanding of what</p> <p>16 that entity is.</p> <p>17 A. That it is the -- one of the multiple</p> <p>18 family trusts that the Ivankovich family owns.</p> <p>19 Q. And do you understand that Mr. Ivankovich</p> <p>20 is a beneficiary or has some type of interest?</p> <p>21 A. Yes.</p> <p>22 Q. And has he ever told you approximately</p> <p>23 what that is?</p> <p>24 A. No.</p>	<p style="text-align: right;">Page 37</p> <p>1 A. Yes.</p> <p>2 Q. Is that consistent with what your</p> <p>3 understanding of Mr. Ivankovich's worth was at</p> <p>4 least on or around --</p> <p>5 A. I had no direct under- --</p> <p>6 MS. STANISH: Hold on. Let him finish.</p> <p>7 THE WITNESS: Oh, I'm sorry.</p> <p>8 BY MR. TAHMASSEBI:</p> <p>9 Q. -- (continuing) on or around April of</p> <p>10 2019 at least based on how you guys lived your</p> <p>11 life?</p> <p>12 A. Well, I had no information on the exact</p> <p>13 amount. I had information on our lifestyle.</p> <p>14 Q. And I think you said in some of the</p> <p>15 papers that were filed in the divorce proceedings</p> <p>16 that you guys were fortunate to live a very</p> <p>17 extravagant lifestyle.</p> <p>18 A. Yes.</p> <p>19 Q. And then it goes on, The director of</p> <p>20 investments at Stifel provided a letter stating</p> <p>21 that the A & O Family, LLC, of which Steven</p> <p>22 Ivankovich is 15.07 owner as well as one of the two</p> <p>23 managing members, holds cash and marketable</p> <p>24 securities in excess of 88 million (13.26 million</p>

<p style="text-align: right;">Page 38</p> <p>1 allocation) as of May 2019. Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. And I know you don't know the exact</p> <p>4 percentage, but the statement here that he was an</p> <p>5 owner and one of the managing members, that's</p> <p>6 consistent with your understanding?</p> <p>7 A. Yes.</p> <p>8 Q. And you also -- maybe you -- I don't</p> <p>9 want to put words in your mouth. But did you also</p> <p>10 have an understanding that the A & O Family, LLC</p> <p>11 had significant assets here it says?</p> <p>12 A. Yes.</p> <p>13 Q. And did Mr. -- and I would expect at</p> <p>14 some point during the marriage Mr. Ivankovich told</p> <p>15 you that he had access to funds that were held in</p> <p>16 the A & O LLC and some of these other LLCs like the</p> <p>17 Atlas LLCs.</p> <p>18 A. That would have never been a</p> <p>19 discussion. It just would have been implied from</p> <p>20 our lifestyle. We did not live a lifestyle of a</p> <p>21 jobless man.</p> <p>22 Q. Okay. So in other words, you had no</p> <p>23 personal bank accounts, you said, right?</p> <p>24 A. No.</p>	<p style="text-align: right;">Page 40</p> <p>1 MS. STANISH: Just so we're clear, which --</p> <p>2 are you referring to their original house, or are</p> <p>3 you --</p> <p>4 THE WITNESS: 235 West Menomonee.</p> <p>5 BY MR. TAHMASSEBI:</p> <p>6 Q. Yeah, I want to go back to the</p> <p>7 original, so thank you for that clarification. I</p> <p>8 understand the one -- yeah, I'm familiar with the</p> <p>9 Old Town one.</p> <p>10 A. Yes.</p> <p>11 Q. He told me that that's in foreclosure,</p> <p>12 but I don't know if that's true or not.</p> <p>13 A. I will just say it's been in foreclosure</p> <p>14 for years, but the property taxes are always up to</p> <p>15 date.</p> <p>16 Q. Okay. Your prior home then, do you</p> <p>17 know who owned that? Was that you -- let's get the</p> <p>18 address on the record.</p> <p>19 A. The rental?</p> <p>20 Q. No. The one before -- the home that</p> <p>21 you lived in once you -- you know, the time around</p> <p>22 when you were first married and thereafter.</p> <p>23 A. That was 235 West Menomonee.</p> <p>24 Q. Oh, that was. Okay.</p>
<p style="text-align: right;">Page 39</p> <p>1 Q. But somehow you were able to spend</p> <p>2 money on a lot of different things?</p> <p>3 A. Yes.</p> <p>4 Q. How much was your house before it went</p> <p>5 into that dilapidation because he didn't upkeep it</p> <p>6 approximately?</p> <p>7 A. Well, it wasn't that it was</p> <p>8 dilapidated. The house needed to be rehabbed.</p> <p>9 That was always our intention, to rehab it. From</p> <p>10 my understanding, it's -- it's a double lot back to</p> <p>11 front in Old Town where there are no alleys. So</p> <p>12 it's tandem. And Steven or an entity through</p> <p>13 Steven has recently purchased the property next</p> <p>14 door to, so now it's a three-lot property that his</p> <p>15 intention, which has always been his intention --</p> <p>16 he reached out to the owner multiple times before</p> <p>17 the owner died and he purchased it -- to purchase</p> <p>18 the property and let him live there for free. But</p> <p>19 now it's a three-lot property that I think he plans</p> <p>20 to connect.</p> <p>21 Q. Does he still have an ownership</p> <p>22 interest in it, or do you know?</p> <p>23 A. I mean, he has an ownership interest in</p> <p>24 it through whatever he's covering himself.</p>	<p style="text-align: right;">Page 41</p> <p>1 A. Yes.</p> <p>2 Q. And that was a rental?</p> <p>3 A. No. We owned it.</p> <p>4 Q. Do you know -- when you say "we owned</p> <p>5 it," was that you and him, or was that in some</p> <p>6 entity?</p> <p>7 A. Steven had purchased it -- sorry.</p> <p>8 Q. That's okay.</p> <p>9 A. Steven had purchased it before we were</p> <p>10 married, and my name was put on it in 2007 or 2008.</p> <p>11 Q. Let's take a look at Exhibit 6.</p> <p>12 Exhibit 6 is also not a protected</p> <p>13 document, Counsel.</p> <p>14 A. Are we finished with this one?</p> <p>15 Q. Yes. Thank you.</p> <p>16 Exhibit 6 is a document called</p> <p>17 Answer to Amended Citation by Stifel Financial</p> <p>18 Corp. And I know, Ms. Ivankovich, it looks a</p> <p>19 little bit -- very -- it's a court document. But</p> <p>20 what I want to focus on is the page No. 3. And</p> <p>21 what this is is a document that I requested</p> <p>22 information as I would guess your counsel probably</p> <p>23 did from Stifel.</p> <p>24 And towards the bottom there on</p>

<p style="text-align: right;">Page 42</p> <p>1 No. 13 and 14 on page 3, there is a P2 Portfolio</p> <p>2 Managing Member, LLC, and the account amount in</p> <p>3 that is \$10,991.73. Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. And is that one of the entities we</p> <p>6 talked about earlier that you had an understanding</p> <p>7 Mr. Ivankovich either owned a part of or controlled</p> <p>8 the finances?</p> <p>9 A. Well, the other document said Atlas P2</p> <p>10 Portfolio. It doesn't say Atlas P. But my</p> <p>11 impression was Steven had -- he had involvement in</p> <p>12 everything Atlas.</p> <p>13 Q. Okay. And then the Ivankovich Family</p> <p>14 LLC --</p> <p>15 A. Yes.</p> <p>16 Q. -- you've heard of that before?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And is it your understanding</p> <p>19 Mr. Ivankovich had some interest -- Steven</p> <p>20 Ivankovich just to be clear -- in that --</p> <p>21 A. Yes.</p> <p>22 Q. And that comes from a discussion you</p> <p>23 had with him?</p> <p>24 A. Yes.</p>	<p style="text-align: right;">Page 44</p> <p>1 your husband mentioned he had some ownership</p> <p>2 interest in or control over?</p> <p>3 A. I did see approximately seven overseas</p> <p>4 accounts that Steven had bank numbers to on his</p> <p>5 desk. They were under the heading Overseas</p> <p>6 Accounts. They had the bank account numbers. But</p> <p>7 at this point -- I took a picture of them because</p> <p>8 we were not doing well, and he had already filed</p> <p>9 for divorce a few times. And I sent it somewhere.</p> <p>10 I don't recall where I sent it just yet.</p> <p>11 But there are overseas accounts that</p> <p>12 he must have access to or otherwise he would not</p> <p>13 have had those numbers.</p> <p>14 Q. How long ago was that, do you know?</p> <p>15 A. We were at 2142 North Cleveland. So</p> <p>16 approximately two years ago. It would have been</p> <p>17 right before I filed for divorce.</p> <p>18 Q. And I think you were getting to the</p> <p>19 picture. Have you been able to locate that or not?</p> <p>20 A. I sent it somewhere to protect it. And</p> <p>21 I'm still trying to recall.</p> <p>22 Q. Okay. Based on your interactions with</p> <p>23 Mr. Ivankovich, would you expect that he, in fact,</p> <p>24 does have overseas accounts?</p>
<p style="text-align: right;">Page 43</p> <p>1 Q. All right. And as far as you</p> <p>2 understood -- you kind of said it was implied he</p> <p>3 had access to these funds. That was because of,</p> <p>4 again, the fact that any time you needed money or</p> <p>5 funds, it was there?</p> <p>6 A. Yes.</p> <p>7 Q. And as there were no personal bank</p> <p>8 accounts, you would expect that these funds were</p> <p>9 coming out of one of these entities that we've</p> <p>10 mentioned if not numerous of them?</p> <p>11 A. They were coming from somewhere.</p> <p>12 Q. But as far as you understood, it was --</p> <p>13 A. Yes.</p> <p>14 Q. Let me just finish that question.</p> <p>15 So as you understood, it would be</p> <p>16 one of the LLCs we've discussed, the Atlas, the</p> <p>17 Ivankovich, the A & O?</p> <p>18 A. A trust -- Steven has a trust as well.</p> <p>19 So it would have been an LLC or a trust.</p> <p>20 Q. What's his trust -- name of his trust,</p> <p>21 do you know?</p> <p>22 A. I don't know.</p> <p>23 Q. Are there any other entities that we</p> <p>24 haven't talked about so far, Ms. Ivankovich, that</p>	<p style="text-align: right;">Page 45</p> <p>1 Oh, I'll let you --</p> <p>2 MS. STANISH: Okay.</p> <p>3 BY MR. TAHMASSEBI:</p> <p>4 Q. Would you expect that he does have</p> <p>5 overseas accounts?</p> <p>6 A. Yes. And accounts here. I mean, I</p> <p>7 know -- like I said, he purchased the property next</p> <p>8 door to 235 West Menomonee to make a three-lot</p> <p>9 through an LLC.</p> <p>10 He toured and represented himself as</p> <p>11 a purchaser and resident to a multimillion dollar</p> <p>12 apartment in Trump Tower.</p> <p>13 He told the kids he purchased -- a</p> <p>14 year and a half ago that he purchased a farm in</p> <p>15 Florida for them to live.</p> <p>16 So he's been on a spending spree.</p> <p>17 I don't know whose money he's using.</p> <p>18 Q. And this has been over the past --</p> <p>19 A. Year and a half.</p> <p>20 Q. Year and a half. Okay.</p> <p>21 A. Yes.</p> <p>22 Q. Your husband has said and made</p> <p>23 representations in the court, the federal courts</p> <p>24 here and I think --</p>

<p style="text-align: right;">Page 46</p> <p>1 A. Steven.</p> <p>2 Q. I'm sorry.</p> <p>3 A. Thank you.</p> <p>4 Q. Thank you. I apologize.</p> <p>5 Mr. Ivankovich has made</p> <p>6 representations in the federal courts here in</p> <p>7 Illinois and I believe also in the divorce courts</p> <p>8 that he's, in fact, destitute and has no funds --</p> <p>9 A. Yes.</p> <p>10 Q. -- right?</p> <p>11 A. Yes. Though it hasn't affected his</p> <p>12 lifestyle.</p> <p>13 Q. Okay. And so that goes to my next</p> <p>14 question. I'm kind of direct. Do you believe that</p> <p>15 that's true?</p> <p>16 A. No.</p> <p>17 Q. Okay. And I think you've already</p> <p>18 explained this, but just so we can kind of come</p> <p>19 full circle. Tell me, Jeanette, why you believe</p> <p>20 he's making these -- why you believe the statements</p> <p>21 he's making are false.</p> <p>22 A. He -- you have to understand he has</p> <p>23 filed for divorce with me three separate times, and</p> <p>24 each time told me he would leave me destitute, he</p>	<p style="text-align: right;">Page 48</p> <p>1 is not a man that's living a destitute life.</p> <p>2 Q. Yeah. Well, we agree on that.</p> <p>3 His family I want to talk a little</p> <p>4 bit about.</p> <p>5 A. Yes.</p> <p>6 Q. Okay. He has a -- his parents are, I</p> <p>7 think we talked about, down in Key Biscayne?</p> <p>8 A. They spent at least six months and one</p> <p>9 day in Florida to validate them as Florida residents.</p> <p>10 And then they have a waterfront home in Wilmette on</p> <p>11 Michigan Avenue a couple -- beautiful. It's</p> <p>12 gorgeous. It's a couple houses down from Gillson</p> <p>13 Beach.</p> <p>14 Q. In Wilmette, Illinois?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And so are they -- do you know</p> <p>17 where they're -- you would expect they're in</p> <p>18 Florida during the winter months here. But, you</p> <p>19 know, based on your experience, do you know when</p> <p>20 they're usually there and when they're usually up --</p> <p>21 A. Now I pretty much cut off contact</p> <p>22 except to ask his mom to make this nonsense stop.</p> <p>23 Q. Yeah.</p> <p>24 A. They would spend the winter months in</p>
<p style="text-align: right;">Page 47</p> <p>1 would get me committed for mental incompetency, he</p> <p>2 would take my children, he would leave me with</p> <p>3 nothing, that everything that he owned was hidden</p> <p>4 and I'd never have access to it. So that's one</p> <p>5 thing that would make me think that.</p> <p>6 Two, his lifestyle hasn't changed.</p> <p>7 He's deep sea fishing. He's diving. He's</p> <p>8 traveling. He has a girlfriend. He's living his</p> <p>9 best life and not supporting his kids.</p> <p>10 And so I -- he's got to have access</p> <p>11 to money somehow, right? I mean, it's not cheap to</p> <p>12 go to the Maldives, to go to the Cayman Islands,</p> <p>13 the Isle of Wight, Spain, Dubai, buy an apartment</p> <p>14 in Trump Tower with HOA fees close to \$3,000 a</p> <p>15 month.</p> <p>16 He sent the kids home with -- he</p> <p>17 takes them only -- he had -- he didn't see them for</p> <p>18 a year, and then he started seeing them on holiday.</p> <p>19 They'd come home with \$1200 cash each in their</p> <p>20 pocket, thousands of dollars worth of clothes, new</p> <p>21 watches, iPhone 14s, brand new Macs, daily -- daily</p> <p>22 private training sessions, thousand-dollar-a-day</p> <p>23 Skip Barber driving school, private ski instruction,</p> <p>24 you know, with a seven-bedroom ski-out home. This</p>	<p style="text-align: right;">Page 49</p> <p>1 Florida and then the summer months in Wilmette.</p> <p>2 Q. And then what's -- do you know the</p> <p>3 address by chance of the house?</p> <p>4 A. Yes. 1150 North Michigan Avenue -- or</p> <p>5 1150 Michigan Avenue, 60697 -- 60- -- I can't</p> <p>6 remember. It was their credit card.</p> <p>7 Q. It was a credit card address?</p> <p>8 A. It was a credit card address, but it's</p> <p>9 changed now to Key Biscayne because Steven is now a</p> <p>10 Florida resident, I guess.</p> <p>11 Q. And then how old are his parents, do</p> <p>12 you have an idea?</p> <p>13 A. 83.</p> <p>14 Q. Mr. Ivankovich testified -- Steven</p> <p>15 Ivankovich testified that his father still had</p> <p>16 significant roles in the businesses and was the one</p> <p>17 still in charge. And you may not have knowledge of</p> <p>18 this.</p> <p>19 A. No. I have enough knowledge to know</p> <p>20 that the last times that I've seen Steven's father,</p> <p>21 he's not doing well and he's not in charge.</p> <p>22 Q. So if Steven Ivankovich were to have</p> <p>23 told me under oath when I asked him the question</p> <p>24 about who controls the money, the transfers of a</p>

<p style="text-align: right;">Page 50</p> <p>1 lot of these LLCs, and he would say, Oh, you'd have 2 to ask my elderly -- my father, and I said, Your 3 80-year-old father? and he said, Yes ... 4 A. His father -- his father is sick, and 5 his father can't speak very well or so or make 6 decisions like that. I would say the decision- 7 making is Steven and Steven's mother. 8 Q. And how long -- and without getting too 9 much into his health, but based on your observations, 10 how long has that been the case? Two or three 11 years? Five years? 12 A. Yeah, over two years. 13 Q. Over two years. 14 And then his mother, is she a little 15 bit younger or around the same age? 16 A. No. She's the same age. 17 Q. And as far as you -- and the last time 18 when -- you still talk to her, I think you said, 19 to say help stop what's going on or help your 20 grandchildren or whatever. 21 A. I stopped talking to them when I 22 realized the path of destruction the whole family 23 was on against me. But I do reach out in times 24 of desperation to his mother because -- this is a</p>	<p style="text-align: right;">Page 52</p> <p>1 and his wife, current wife, purchased a beachfront 2 home. 3 Q. And they've had that for a couple years 4 now as far as you know? 5 A. Yeah, couple years. I don't know 6 exactly how long. 7 MR. TAHMASSEBI: Okay. Give me two-minute 8 break, and then I think I'm close to done. 9 THE WITNESS: Okay. 10 MR. TAHMASSEBI: Guys, we're going to take a 11 two-minute break. All right? 12 MR. PORRAS: Okay. 13 (Recess taken.) 14 MR. TAHMASSEBI: We're back on the record. 15 BY MR. TAHMASSEBI: 16 Q. You mentioned the purchase in the Trump 17 Tower. 18 A. Yes. 19 Q. And that -- I think you said it was -- 20 at least Mr. Ivankovich facilitated it, signed for 21 whatever LLC as far as you understand? 22 A. Yes. 23 MR. TAHMASSEBI: Okay. I don't have anything 24 further.</p>
<p style="text-align: right;">Page 51</p> <p>1 pattern. They did the same thing with Steven's 2 brother's divorce and the way they treated his wife 3 and his brother's children and ... 4 Q. So -- and that goes into my next 5 question. His brother -- he has the one brother 6 that's supposedly the -- whatever, the jazz or 7 something -- 8 A. He's a musician, and he's a doctor, 9 correct. He's an orthopedic surgeon. 10 Q. And you said he went through a divorce 11 where the Ivankovich family did a similar thing to 12 his ex-wife? 13 A. Yes. 14 Q. I would expect you haven't had any 15 communications with him in the last couple years, 16 or have you? 17 A. I've had -- he's checked in on me 18 knowing what I've gone through. But I haven't had 19 any conversation with him probably in over six 20 months, six, seven months. 21 Q. Do you know where he lives? 22 A. He lives in Gary, Indiana. 23 Q. Any idea like -- 24 A. On the beach. They purchased -- him</p>	<p style="text-align: right;">Page 53</p> <p>1 MR. PORRAS: Okay. I do have a few follow-up 2 questions related to the remaining LLCs. 3 THE WITNESS: Does he get to ask me questions? 4 MS. STANISH: Yes. 5 THE WITNESS: Okay. 6 MR. TAHMASSEBI: Just a few. 7 MR. PORRAS: And just for the record again, 8 Cy Porras for the intervenor LLCs. I know the 9 court reporter had asked, I think that's just for 10 the sake of the record, which LLCs I represent. 11 There's about 17. So I'll provide it afterwards. 12 EXAMINATION 13 BY MR. PORRAS: 14 Q. But in any event, Ms. Ivankovich, I'm 15 going to ask you a few questions based off the 16 information you talked to Mr. Tahmassebi about. 17 A. Ivankovich. 18 Q. So just to be clear, Mr. Tahmassebi is 19 the attorney in front of you. He asked you a few 20 questions. Those are the questions and information 21 I want to ask you about. Okay? 22 A. Okay. 23 Q. So you testified about Steven's 24 ownership, control of multiple Alliance LLCs.</p>

<p style="text-align: right;">Page 54</p> <p>1 Do you know the names of those LLCs?</p> <p>2 A. No. I think I stated that earlier,</p> <p>3 that there were multiple and just through inference</p> <p>4 that Steven was part of all of them per Steven.</p> <p>5 Q. I see. Okay. So you don't know the</p> <p>6 names of them, but it's your suspicion that he</p> <p>7 controlled or was involved --</p> <p>8 MR. TAHMASSEBI: Hold on. Let me just show</p> <p>9 an objection because she did go through the names,</p> <p>10 number one. And she didn't say it was her</p> <p>11 suspicion. She said it was based on discussions</p> <p>12 with Mr. Ivankovich. So let's not be putting words</p> <p>13 in her mouth to make it sound like she doesn't have</p> <p>14 knowledge of something she already testified she</p> <p>15 had personal knowledge of.</p> <p>16 THE WITNESS: We were married for 17 years,</p> <p>17 Cy, and together for over 18. So we had many</p> <p>18 discussions over that.</p> <p>19 BY MR. PORRAS:</p> <p>20 Q. And you just said that you inferred</p> <p>21 that information; is that right?</p> <p>22 MR. TAHMASSEBI: Again, I think that was</p> <p>23 based on you leading her, which you're allowed to</p> <p>24 do.</p>	<p style="text-align: right;">Page 56</p> <p>1 Q. All right. I'm just going to ask the</p> <p>2 question again to make sure you understand. So</p> <p>3 aside from those conversation, did you have any</p> <p>4 independent knowledge as to whether Mr. Ivankovich,</p> <p>5 Steven, had control or ownership of any Atlas</p> <p>6 Alliance LLC or any other LLCs?</p> <p>7 A. Define "independent."</p> <p>8 Q. So I believe my question was outside</p> <p>9 of those conversations, did you have any other</p> <p>10 information that led you to believe that?</p> <p>11 A. Conversations with his parents.</p> <p>12 Conversations with his family. Conversations with</p> <p>13 people who worked at Alliance Atlas, yes.</p> <p>14 Q. Okay. And what were the names of those</p> <p>15 people that you spoke with at --</p> <p>16 A. Olga, Antonia Ivankovich, Mark Brown,</p> <p>17 Leslie Andren, Ravi Malli, David Latham, Jason</p> <p>18 Wandner. Who else? I mean, you'd have to give me</p> <p>19 a moment to go back. Keep in mind, again, we've</p> <p>20 been together for 18 years, so ...</p> <p>21 Q. Okay. So based on that 18-year</p> <p>22 relationship, can you name the Atlas Alliance LLCs</p> <p>23 aside from just the name Atlas Alliance?</p> <p>24 A. No. There would be no need for me to</p>
<p style="text-align: right;">Page 55</p> <p>1 But you can answer however you want.</p> <p>2 THE WITNESS: Did we go through every single</p> <p>3 LLC associated with Atlas? No. But we had</p> <p>4 discussions on Atlas entities without naming them</p> <p>5 specifically.</p> <p>6 BY MR. PORRAS:</p> <p>7 Q. Okay. And what were some of the names</p> <p>8 if you remember today of the Atlas entities that</p> <p>9 you recall?</p> <p>10 A. Atlas Alliance. That's all that really</p> <p>11 needed to be said. And whatever follows was kind</p> <p>12 of umbrellaed under Atlas and Alliance.</p> <p>13 Q. Okay. So did you have any independent</p> <p>14 knowledge other than your conversations with Steven</p> <p>15 that led you to believe that Steven had control or</p> <p>16 ownership of Atlas Alliance or any other LLCs?</p> <p>17 A. Unless Steven's a liar.</p> <p>18 Q. I'm sorry. So --</p> <p>19 A. If Steven's a liar, then he doesn't.</p> <p>20 But that's what he told me. We've been together</p> <p>21 for over 18 years, Cy.</p> <p>22 Q. Okay.</p> <p>23 A. We've had multiple conversations</p> <p>24 regarding that, yes.</p>	<p style="text-align: right;">Page 57</p> <p>1 name them. Atlas and Alliance are umbrella</p> <p>2 companies for multiple LLCs.</p> <p>3 Q. Okay. What are the names of those</p> <p>4 multiple LLCs?</p> <p>5 A. There's no need for me to name them.</p> <p>6 They're umbrellas.</p> <p>7 Q. So, ma'am, it's your deposition. I'm</p> <p>8 asking a question. If you do know the answer, I</p> <p>9 ask that you respond. If you don't know, you can</p> <p>10 tell me you don't know. But to your knowledge,</p> <p>11 what are the names of those Atlas LLCs?</p> <p>12 MS. STANISH: She's answered multiple times.</p> <p>13 MR. TAHMASSEBI: Yeah. I don't think she</p> <p>14 needs to answer it again.</p> <p>15 MR. PORRAS: I'm sorry. What was the</p> <p>16 objection?</p> <p>17 MS. STANISH: Asked and answered multiple</p> <p>18 times.</p> <p>19 MR. PORRAS: What was her answer?</p> <p>20 MS. STANISH: Do you want the court reporter</p> <p>21 to read it back all the times she answered?</p> <p>22 MR. PORRAS: We can -- Mr. Court Reporter,</p> <p>23 would you mind reading back the last answer from</p> <p>24 the witness.</p>

<p style="text-align: right;">Page 58</p> <p>1 (The record was read as follows:</p> <p>2 Q. There's no need for me to</p> <p>3 name them. They're umbrellas.)</p> <p>4 MR. PORRAS: Okay. So to me she's not</p> <p>5 answered the question. If she's refusing to answer</p> <p>6 the question, then I could reserve the question for</p> <p>7 the judge. But to the extent that she's here today</p> <p>8 and has knowledge, I think she should answer.</p> <p>9 MR. TAHMASSEBI: You're going to reserve a</p> <p>10 silly question like that for the judge?</p> <p>11 MR. PORRAS: Is she refusing to answer?</p> <p>12 MR. TAHMASSEBI: I think she's answered to</p> <p>13 the best of her knowledge.</p> <p>14 Do you have anything to add?</p> <p>15 MR. PORRAS: No. I think she's evading the</p> <p>16 question. So to the extent that she can answer --</p> <p>17 THE WITNESS: Are you kidding? There's a lot</p> <p>18 of evading going on. But, no, not by me.</p> <p>19 BY MR. PORRAS:</p> <p>20 Q. By you, ma'am?</p> <p>21 A. No, not by me.</p> <p>22 Q. I understand. So are you refusing to</p> <p>23 answer the question?</p> <p>24 A. No. I think I answered it, Cy.</p>	<p style="text-align: right;">Page 60</p> <p>1 A. That's what you're turning it into.</p> <p>2 Q. So it's not meant to be anything other</p> <p>3 than what you remember today. If you don't</p> <p>4 remember, you can just let me know that. That's</p> <p>5 fine.</p> <p>6 So I think you also said that</p> <p>7 there's about 15 to 20 businesses that you believe</p> <p>8 Steven Ivankovich controls. Is that number</p> <p>9 accurate to your memory?</p> <p>10 A. I think you said there's 17.</p> <p>11 Q. So --</p> <p>12 A. I think that's what was said. I think</p> <p>13 there's multiple -- was it 10 to 20? There's a</p> <p>14 lot, yes.</p> <p>15 Q. Okay. So does 15 to 20 sound accurate?</p> <p>16 A. I'm not going to go on record with</p> <p>17 that. That's guessing.</p> <p>18 Q. Why not?</p> <p>19 A. Because it's guessing. And then</p> <p>20 guessing turns back into "I don't know" and I'm</p> <p>21 lying. It turns into something leading. So I'm</p> <p>22 not going to guess, Cy.</p> <p>23 Q. Okay. And then for the names of LLCs,</p> <p>24 were you also guessing there?</p>
<p style="text-align: right;">Page 59</p> <p>1 MS. STANISH: Answer it again, Jeanette, just</p> <p>2 so Cy is clear as to what your answer is. Why</p> <p>3 don't you go ahead and answer it for him for the</p> <p>4 fourth time.</p> <p>5 THE WITNESS: So any conversations that were</p> <p>6 had, Atlas and Alliance would have been umbrella</p> <p>7 companies for all the LLCs.</p> <p>8 BY MR. PORRAS:</p> <p>9 Q. Okay. And what are the names of those</p> <p>10 LLCs that are under the umbrella of Atlas Alliance?</p> <p>11 MS. STANISH: If you can remember any names</p> <p>12 as you sit here today, name them. If you can't,</p> <p>13 tell him you can't remember the names.</p> <p>14 THE WITNESS: Atlas Homes, Atlas Management,</p> <p>15 Atlas, LLC, Atlas P2, P3, P4, Atlas Caribbean,</p> <p>16 Atlas -- I mean, they're all, right?</p> <p>17 BY MR. PORRAS:</p> <p>18 Q. Sure. And to your memory, was the name</p> <p>19 Atlas in all the LLCs' names?</p> <p>20 A. There would have been Alliance in some.</p> <p>21 But, no, there are -- there's so many, Cy.</p> <p>22 Q. Sure. Okay. I understand. And today</p> <p>23 is not meant to be a memory quiz. It's not meant</p> <p>24 to be --</p>	<p style="text-align: right;">Page 61</p> <p>1 A. Can I say asked and answered?</p> <p>2 MS. STANISH: No. Just answer his question.</p> <p>3 THE WITNESS: Am I guessing? No. I'm not</p> <p>4 guessing. Those were ones that I knew for sure.</p> <p>5 BY MR. PORRAS:</p> <p>6 Q. Okay. And did you ever see the</p> <p>7 businesses' operating agreements?</p> <p>8 A. No.</p> <p>9 Q. Okay. And, I'm sorry, did you know</p> <p>10 what an operating agreement is?</p> <p>11 A. I mean, for the most part, yes.</p> <p>12 Q. Okay. And did you see any bank</p> <p>13 statements for any of these businesses?</p> <p>14 A. No. I would be relying on Steven's</p> <p>15 word.</p> <p>16 Q. Okay. So your testimony as to any and</p> <p>17 all of Steven's businesses, as you put it, is based</p> <p>18 off your conversations with either him or his</p> <p>19 family members or individuals that you believe</p> <p>20 worked for those businesses; is that right?</p> <p>21 A. I don't believe they worked for those</p> <p>22 businesses. They did work for those businesses</p> <p>23 according to them and according to their website.</p> <p>24 And that I trusted what came out of my husband's</p>

<p style="text-align: right;">Page 62</p> <p>1 mouth as the truth, yes.</p> <p>2 Q. Okay. So just to be clear, yes, it's</p> <p>3 based off conversations you had various individuals</p> <p>4 including your ex-husband, Mr. Ivankovich?</p> <p>5 A. He's not ex yet. We're working towards</p> <p>6 that.</p> <p>7 Q. Okay. But that's a yes to the</p> <p>8 question, correct?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And did you ever work for any of</p> <p>11 those businesses? And to put it a different way,</p> <p>12 were you ever employed by any of the businesses</p> <p>13 directly?</p> <p>14 A. No. Despite my husband claiming that I</p> <p>15 had sex with men for money and drugs, I have never</p> <p>16 worked outside of the home during our marriage,</p> <p>17 including at Atlas.</p> <p>18 Q. Okay. I understand. So you've not</p> <p>19 been employed by any business including Atlas</p> <p>20 obviously?</p> <p>21 MR. TAHMASSEBI: She just answered -- asked</p> <p>22 and answered.</p> <p>23 MS. STANISH: Answer again so he's clear of</p> <p>24 his answers.</p>	<p style="text-align: right;">Page 64</p> <p>1 know his mother, his father. I was told my</p> <p>2 children are. Steven told me he was trying to</p> <p>3 remove his brother's children from the LLCs because</p> <p>4 they don't deserve anything. My assumption would</p> <p>5 be Dan, his brother, would be part of the LLCs</p> <p>6 based off of our conversations. But that's it.</p> <p>7 BY MR. PORRAS:</p> <p>8 Q. Okay. And is it your understanding</p> <p>9 that all the LLCs have all the same members?</p> <p>10 A. No, that would not be my understanding</p> <p>11 at all.</p> <p>12 Q. And so do you have an understanding of</p> <p>13 which LLCs have which members?</p> <p>14 A. No.</p> <p>15 Q. Okay. And it's, I believe, your</p> <p>16 testimony that Steven Ivankovich makes all the</p> <p>17 decisions on behalf of these various LLCs that</p> <p>18 we're referring to; is that right?</p> <p>19 A. I would say up until the last two or</p> <p>20 three years before his father got sick to the point</p> <p>21 where he couldn't -- couldn't participate in</p> <p>22 decisions anymore that they were jointly based. I</p> <p>23 think Steven and his mother make those decisions</p> <p>24 based off of conversations that I've had with both</p>
<p style="text-align: right;">Page 63</p> <p>1 THE WITNESS: I have never worked for Atlas</p> <p>2 Homes, Management, LLC, P2, P3, P4, Atlas</p> <p>3 Caribbean, Atlas Forest, Atlas Alliance. No.</p> <p>4 BY MR. PORRAS:</p> <p>5 Q. Okay. During your marriage to</p> <p>6 Mr. Ivankovich, were you ever employed by anyone</p> <p>7 even if it wasn't related to Mr. Ivankovich's</p> <p>8 business as you put it?</p> <p>9 MR. TAHMASSEBI: Asked and answered again.</p> <p>10 MS. STANISH: Answer it.</p> <p>11 BY MR. PORRAS:</p> <p>12 Q. You can go ahead and answer.</p> <p>13 A. No.</p> <p>14 Q. Thank you.</p> <p>15 Did you know the -- who the</p> <p>16 members -- or do you know who the members of</p> <p>17 the LLCs that you believe are controlled by</p> <p>18 Mr. Ivankovich are? Do you know who the members</p> <p>19 of those LLCs are?</p> <p>20 MR. TAHMASSEBI: Aside from what's she's</p> <p>21 already testified to, that Mr. Ivankovich -- Steven</p> <p>22 Ivankovich was a member?</p> <p>23 MR. PORRAS: Yes. Go ahead.</p> <p>24 THE WITNESS: I know Steven was a member. I</p>	<p style="text-align: right;">Page 65</p> <p>1 Steven and his mother for those. But I would say</p> <p>2 at this point the majority of the decisions are</p> <p>3 made by Steven.</p> <p>4 Q. Okay. So I understand, at some point</p> <p>5 prior to Steven's father getting sick, the father</p> <p>6 was involved in some of the decisions on behalf of</p> <p>7 these LLCs; is that right?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And in conjunction -- or rather,</p> <p>10 is it your testimony that in conjunction with</p> <p>11 Mr. Ivankovich's father that Steven and his mother</p> <p>12 also were part of the decisionmaking process for</p> <p>13 those LLCs at the same time the father was?</p> <p>14 A. No. I don't think Steven's mother was</p> <p>15 as heavily involved until Steven's father got sick.</p> <p>16 That would be my -- that would be my impression as</p> <p>17 a member of the immediate family.</p> <p>18 Q. Okay. So that was based off, again,</p> <p>19 your impressions from being around the family and</p> <p>20 talking to Steven and other family members; is that</p> <p>21 right?</p> <p>22 A. Correct.</p> <p>23 Q. Okay. And then after Mr. Ivankovich's</p> <p>24 father became ill, his mother, Steven's mother,</p>

<p style="text-align: right;">Page 66</p> <p>1 came on and also was making decisions about the</p> <p>2 LLCs or aiding in making decisions; is that right?</p> <p>3 A. That would have been my impression</p> <p>4 based off of conversations.</p> <p>5 Q. And I believe you testified that Steven</p> <p>6 Ivankovich controlled the funds of the LLCs. Do</p> <p>7 you recall testifying to that?</p> <p>8 A. I recall saying that would be my</p> <p>9 impression based off of conversations.</p> <p>10 Q. Okay. So just so I understand that,</p> <p>11 your understanding that Steven Ivankovich controls</p> <p>12 the funds of the LLCs is based solely off your</p> <p>13 conversations with Mr. Ivankovich, is that right,</p> <p>14 with Steven Ivankovich?</p> <p>15 A. Me being under the impression that my</p> <p>16 husband was not lying to me, yes, my impression was</p> <p>17 that he did have control over decisionmaking of</p> <p>18 those LLCs.</p> <p>19 Q. Okay. But what about, say, specific</p> <p>20 control of the LLCs' funds; so did he ever say to</p> <p>21 you, I can go and take out money from this LLC bank</p> <p>22 account?</p> <p>23 MR. TAHMASSEBI: Asked and answered again.</p> <p>24 She's already testified to that.</p>	<p style="text-align: right;">Page 68</p> <p>1 question? I'm sorry. Did you understand the</p> <p>2 question?</p> <p>3 A. Can you ask it again?</p> <p>4 MR. PORRAS: Sure. So -- and actually,</p> <p>5 Mr. Court Reporter, do you mind reading back the</p> <p>6 question.</p> <p>7 (The record was read as follows:</p> <p>8 Q. But you don't know where</p> <p>9 that money would have come from</p> <p>10 that Steven was using for his</p> <p>11 own personal life; is that fair</p> <p>12 to say?)</p> <p>13 THE WITNESS: I guess that money would be</p> <p>14 traceable if you follow through with the subpoena</p> <p>15 on our credit cards and how everything was funded</p> <p>16 through our lifestyle. Then there would be no</p> <p>17 questions.</p> <p>18 BY MR. PORRAS:</p> <p>19 Q. Okay. Sorry, ma'am. So just so I</p> <p>20 understand, to your knowledge, you don't have any</p> <p>21 understanding of where those funds came from?</p> <p>22 A. To my knowledge, my husband had a job</p> <p>23 for our entire marriage that he was able to pull</p> <p>24 funds from. Yes, that was my impression. That was</p> <p>the impression that Steven gave me. That was the</p> <p>impression that I had. The LLCs are attached to</p>
<p style="text-align: right;">Page 67</p> <p>1 But you can answer again.</p> <p>2 THE WITNESS: No, that wouldn't be a</p> <p>3 conversation that we had. The conversation would</p> <p>4 have been we needed money and then money appeared.</p> <p>5 So whether it was magically through the sky or from</p> <p>6 an LLC, it came from somewhere.</p> <p>7 BY MR. PORRAS:</p> <p>8 Q. Okay. But you don't know where that</p> <p>9 money would have come from that Steven was using</p> <p>10 for his own personal life; is that fair to say?</p> <p>11 MR. TAHMASSEBI: Again, she already testified</p> <p>12 from the LLCs. You're trying to go back on her</p> <p>13 prior testimony. I think it's improper especially</p> <p>14 in what would be an evidence deposition. So I'm</p> <p>15 going to object that you're misstating her --</p> <p>16 you're trying to make her go back on what she's</p> <p>17 already said.</p> <p>18 MR. PORRAS: I'm only reiterating what she</p> <p>19 just said right now to make sure I understand and</p> <p>20 to clarify any further points so --</p> <p>21 MR. TAHMASSEBI: Well, that's not what she</p> <p>22 said. But go ahead.</p> <p>23 BY MR. PORRAS:</p> <p>24 Q. Ms. Ivankovich, did you answer the</p>	<p style="text-align: right;">Page 69</p> <p>1 the business, so I would assume as money came in,</p> <p>2 like he said, that he would be able to pull from</p> <p>3 it.</p> <p>4 Do I have specifics for you? No,</p> <p>5 I do not. But we could get specifics through</p> <p>6 subpoenas and forensic accounting. So if you're</p> <p>7 that concerned, we could move forward with that.</p> <p>8 Q. Okay. And when was, to your knowledge,</p> <p>9 Steven Ivankovich last employed?</p> <p>10 A. To my knowledge, he's still employed.</p> <p>11 Q. Okay. And who employs Steven</p> <p>12 Ivankovich?</p> <p>13 A. To my knowledge, he's still working for</p> <p>14 the family business. And that's based off of what</p> <p>15 he has said himself under deposition six months</p> <p>16 ago, seven months ago.</p> <p>17 Q. And when you say "working for the</p> <p>18 family business," does that family business have a</p> <p>19 name? Is there a specific entity?</p> <p>20 A. I think it has approximately 17 names</p> <p>21 according to you.</p> <p>22 Q. Okay. So when you refer to the family</p> <p>23 business, are you referring to the LLCs that we've</p> <p>24 been talking about?</p>

<p style="text-align: right;">Page 70</p> <p>1 A. Yes. And more. And more. Now, 2 there's been new outside of Atlas that has -- that 3 have been added. 4 Q. Okay. And, sorry, which ones are 5 those? 6 A. Just get a forensic accountant to come 7 up with them. 8 Q. Do you have an independent knowledge as 9 to what those -- 10 A. I have an independent knowledge that 11 there are boats and houses and apartments and 12 travel that has all been used and taken by 13 Mr. Ivankovich. I know specifically he's used two 14 different LLCs to represent himself in the Trump 15 Tower. I know he's used an LLC to represent 16 himself in the 235 West -- 233 West Menomonee. I 17 know he has presented himself as the owner of the 18 Octopussy based on text messages that I have had 19 with vendors coming to me, employees coming to me. 20 So, yeah, there's more, Cy. I think 21 a forensic accountant could clear all this up for 22 everyone. 23 Q. Okay. I'm sorry. I don't know what 24 the Octopussy is. What is the Octopussy?</p>	<p style="text-align: right;">Page 72</p> <p>1 THE WITNESS: An LLC owns it. 2 MR. TAHMASSEBI: -- either Steven 3 individually or an LLC. She said that twice now. 4 BY MR. PORRAS: 5 Q. Okay. So do you know who owns that 6 boat? 7 A. Steven or the LLC. 8 Q. Okay. When you say "the LLC," does 9 that LLC have a name? 10 A. Why don't you ask Steven, Cy? 11 Q. Do you know the name of the LLC that 12 you think may own that boat? 13 MS. STANISH: Answer if you know or don't 14 know. 15 THE WITNESS: There is like Contessa Marine 16 Research. It's something like that. I know that's 17 purchased. I know the St. Anthony was used to -- 18 an LLC to purchase. I mean, Steven creates LLCs 19 like passing out candy on Halloween. Everything's 20 an LLC, you know. You know how rich people do 21 things. 22 BY MR. PORRAS: 23 Q. I see. And for the properties you 24 mentioned that Steven purchased, and I believe --</p>
<p style="text-align: right;">Page 71</p> <p>1 A. Oh, he hasn't invited you on his boat 2 yet? It is a 150-foot motor yacht undergoing an 3 extensive rehab. 4 Q. Okay. So that's the boat that you were 5 talking with Mr. Tahmassebi about earlier; is that 6 right? 7 A. That would be the boat that Steven had 8 me falsely arrested on. I'm sure you're aware of 9 that. 10 Q. And you said that Steven owns it 11 through an LLC. How do you know that? 12 MR. TAHMASSEBI: Well, hold on. I don't 13 think she said that. So I think it misstates -- 14 objection; misstates. 15 THE WITNESS: I mean, Steven implied to me as 16 his wife through texts and through conversations 17 and through emails that that boat was going to be 18 used for personal and work events. And so if he 19 didn't buy it himself, he bought it through an LLC, 20 which seems to be a pattern. 21 BY MR. PORRAS: 22 Q. Do you know who owns that boat? 23 MR. TAHMASSEBI: Objection. She already 24 testified that she believes --</p>	<p style="text-align: right;">Page 73</p> <p>1 correct me if I'm wrong, but I think you said he 2 purchased through an LLC; is that right? 3 A. Yes. 4 Q. Okay. Do you know the names of those 5 LLCs? 6 A. Delaware something. I don't -- I don't 7 recall off -- if I saw it -- 8 MS. STANISH: If you want them, they are 9 admitted into evidence in the divorce proceedings. 10 We can get them for you. 11 THE WITNESS: Yeah, they're admitted into 12 evidence in the divorce proceedings. 13 BY MR. PORRAS: 14 Q. Okay. And sitting here today, to your 15 recollection, Delaware something or another, I know 16 you don't recall the other ones, just sitting here 17 today; is that right? 18 A. My answer is they're submitted into 19 evidence through the divorce proceedings. Please 20 feel free to reference. 21 Q. Okay, ma'am. So we're here for your 22 deposition today obviously in a different proceeding. 23 MS. STANISH: If you remember their names as 24 you sit here today, say yes or no, I remember them</p>

<p style="text-align: right;">Page 74</p> <p>1 or don't remember them.</p> <p>2 THE WITNESS: I don't remember them, no.</p> <p>3 MR. TAHMASSEBI: Let's not waste time on</p> <p>4 that.</p> <p>5 MS. STANISH: We'll be happy to get you the</p> <p>6 names. I'll send them to you.</p> <p>7 MR. TAHMASSEBI: They said they're going to</p> <p>8 give you the names. I mean, come on.</p> <p>9 MS. STANISH: And they're incor- -- one of</p> <p>10 them at least is incorporated in Delaware, which</p> <p>11 is, I think, what she's remembering.</p> <p>12 MR. TAHMASSEBI: If you're truly concerned</p> <p>13 about the information, they said they'd provide it.</p> <p>14 So you don't need to sit here and harass the</p> <p>15 witness about, Well, you're here for your deposition.</p> <p>16 MR. PORRAS: Amir, I don't think I'm</p> <p>17 harassing her at all. I think I'm asking her</p> <p>18 questions, and I think she's evading them. And I</p> <p>19 think you're raising objections on her behalf --</p> <p>20 THE WITNESS: Evading? No. I think I've</p> <p>21 answered every question you've asked.</p> <p>22 MR. PORRAS: I just want to put that on the</p> <p>23 record, and I'm going to continue asking questions --</p> <p>24 THE WITNESS: Several times.</p>	<p style="text-align: right;">Page 76</p> <p>1 that you mentioned the family businesses, the</p> <p>2 family business LLCs?</p> <p>3 A. In my mind, they would be one and the</p> <p>4 same. It all goes back to the same pond, right?</p> <p>5 The money -- it's the same money source. So you</p> <p>6 can call it whatever you want. But it goes back to</p> <p>7 the same money source.</p> <p>8 Q. And what do you base that understanding</p> <p>9 that it's the same money source on?</p> <p>10 A. Being married to Steven and being a</p> <p>11 part of the immediate Ivankovich family for the</p> <p>12 last 18 years.</p> <p>13 Q. Okay. And I think you had also</p> <p>14 mentioned that there was a Chase credit card that</p> <p>15 was used to pay your and Steven's personal</p> <p>16 expenses; is that right?</p> <p>17 A. I think you're pretty familiar with it.</p> <p>18 You have gone up in front of the judge trying to</p> <p>19 stop the subpoena. So, yes, there is a Chase</p> <p>20 credit card that I had a name -- that I had in my</p> <p>21 name for the last 12-plus years, correct.</p> <p>22 Q. So that was a credit card under your</p> <p>23 name, and it was your understanding that that</p> <p>24 credit card was tied to an account owned by</p>
<p style="text-align: right;">Page 75</p> <p>1 MR. PORRAS: -- Ms. Ivankovich.</p> <p>2 THE WITNESS: I'm not evading anything, Cy.</p> <p>3 I'm here. I showed up for my deposition. I'm</p> <p>4 answering you honestly. That's more than your</p> <p>5 representation can ...</p> <p>6 BY MR. PORRAS:</p> <p>7 Q. Okay. So when you said that Steven</p> <p>8 bought or purchased properties through LLCs, you</p> <p>9 don't recall the names sitting here today; is that</p> <p>10 right?</p> <p>11 A. Correct.</p> <p>12 Q. Okay. To your memory, did any of those</p> <p>13 names include the name Atlas, for instance?</p> <p>14 A. No.</p> <p>15 Q. Okay. Were those LLCs related to what</p> <p>16 you think as the family business, Atlas businesses?</p> <p>17 MS. STANISH: Hold on. That's -- I'm going</p> <p>18 to object to that. That's a compound question,</p> <p>19 Atlas businesses versus family businesses. So can</p> <p>20 you restate the question for her?</p> <p>21 BY MR. PORRAS:</p> <p>22 Q. Yes. That's no problem.</p> <p>23 So to your understanding, are the</p> <p>24 LLCs that Steven used to purchase these properties</p>	<p style="text-align: right;">Page 77</p> <p>1 Steven's father; is that right?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. So that wasn't an account owned</p> <p>4 by the family business LLC; is that right?</p> <p>5 A. I think Steven used it for business</p> <p>6 expenses as well as personal. They were</p> <p>7 intermingled.</p> <p>8 Q. Okay. And what do you base your</p> <p>9 understanding that they were used for intermingled</p> <p>10 business and personal expenses?</p> <p>11 A. Based off of my knowledge Steven paying</p> <p>12 business expenses and personal expenses with the</p> <p>13 credit card.</p> <p>14 Q. Okay. And this is using his father's</p> <p>15 credit card to pay those expenses, right?</p> <p>16 A. I mean, it was Steven's credit card.</p> <p>17 Just because his father was the primary account</p> <p>18 holder didn't mean it wasn't Steven's credit card.</p> <p>19 Q. I see.</p> <p>20 A. His father -- and his father never used</p> <p>21 that card. His mother never used that card.</p> <p>22 Q. And what kind business expenses were</p> <p>23 used -- were paid by that card?</p> <p>24 A. Utility bills for apartment complexes.</p>

<p style="text-align: right;">Page 78</p> <p>1 Payments for multifamily homes owned by Atlas.</p> <p>2 Q. Okay.</p> <p>3 A. Landscaping. Utilities.</p> <p>4 Q. And aside from the use of that credit</p> <p>5 card that we're just talking about, do you have any</p> <p>6 other basis to believe that Steven Ivankovich</p> <p>7 intermingled his business expenses with his</p> <p>8 personal expenses?</p> <p>9 A. No. I think that's enough.</p> <p>10 Q. And during the use of that credit card,</p> <p>11 was it your understanding that Steven's father was</p> <p>12 ultimately the person paying for those charges?</p> <p>13 A. No, not at all.</p> <p>14 Q. Okay.</p> <p>15 A. It was -- my impression from Steven was</p> <p>16 he was going to pay the card, that the card was</p> <p>17 paid -- being paid by him. He's going to make a</p> <p>18 payment in a couple --</p> <p>19 Q. By "him," who do you mean by "him"?</p> <p>20 A. Steven.</p> <p>21 Q. Okay. So Steven was going to be the</p> <p>22 ultimate payer of those charges?</p> <p>23 A. Yeah. And there's text messages that</p> <p>24 would support -- between Steven and I that would</p>	<p style="text-align: right;">Page 80</p> <p>1 questioning being Steven taking his own money and</p> <p>2 putting it into Atlas.</p> <p>3 MS. STANISH: He's referring to the beginning</p> <p>4 of the deposition where counsel was asking you</p> <p>5 about Steven saying he went from \$56 million value</p> <p>6 to zero because he had to give all his money, his</p> <p>7 personal money to the defunct businesses, something</p> <p>8 along those lines.</p> <p>9 THE WITNESS: No, I was never informed of</p> <p>10 that.</p> <p>11 MR. PORRAS: Okay.</p> <p>12 THE WITNESS: And our lifestyle did not</p> <p>13 reflect that transaction.</p> <p>14 BY MR. PORRAS:</p> <p>15 Q. That he was sending money to the</p> <p>16 businesses -- or, rather, to the family businesses</p> <p>17 we'll say.</p> <p>18 A. No. Well, while traveling on a</p> <p>19 150-foot yacht and going deep sea fishing with</p> <p>20 friends and -- no. Doesn't sound like a man in</p> <p>21 destitute.</p> <p>22 Q. And you said that Steve Ivankovich</p> <p>23 would send you money occasionally through Venmo.</p> <p>24 Do you know where that money came from?</p>
<p style="text-align: right;">Page 79</p> <p>1 support that.</p> <p>2 Q. Okay. So Mr. Tahmassebi, again, who's</p> <p>3 the attorney that just asked you questions, he</p> <p>4 asked you --</p> <p>5 A. I'm sorry?</p> <p>6 Q. I'm sorry. I'm speaking very quickly,</p> <p>7 I know.</p> <p>8 MS. STANISH: First name is Amir.</p> <p>9 THE WITNESS: Oh, I'm sorry.</p> <p>10 MS. STANISH: Go ahead.</p> <p>11 BY MR. PORRAS:</p> <p>12 Q. Okay. So the attorney that just asked</p> <p>13 you questions, I believe asked you a few questions</p> <p>14 about whether Steven Ivankovich transferred funds</p> <p>15 to the family businesses. Do you remember that</p> <p>16 line of questioning?</p> <p>17 A. No.</p> <p>18 Q. Okay. And I believe you testified that</p> <p>19 you didn't know whether Steven Ivankovich did or</p> <p>20 did not transfer his own personal funds to</p> <p>21 businesses; is that right?</p> <p>22 A. I don't -- I'm sorry. I don't recall</p> <p>23 that. I recall Steven taking money from the</p> <p>24 businesses for personal use. I don't recall the</p>	<p style="text-align: right;">Page 81</p> <p>1 MR. TAHMASSEBI: I think she's asked and</p> <p>2 answered.</p> <p>3 THE WITNESS: Steven?</p> <p>4 MR. PORRAS: Yes.</p> <p>5 THE WITNESS: Well, when the money would come</p> <p>6 up on my Venmo, it would say Steven Ivankovich. So</p> <p>7 what we could do is we could subpoena Venmo to find</p> <p>8 the source of that money or hire a forensic</p> <p>9 accountant, and then there would be no questions as</p> <p>10 to the source.</p> <p>11 MS. STANISH: After we get through a motion</p> <p>12 to quash. But go ahead.</p> <p>13 THE WITNESS: It's easy. I'm not the one</p> <p>14 making it difficult.</p> <p>15 BY MR. PORRAS:</p> <p>16 Q. Okay. But you don't know where those</p> <p>17 funds came from in short?</p> <p>18 A. So when the money in my Venmo showed</p> <p>19 up, it showed up as Steven Ivankovich. So for me,</p> <p>20 the source was Steven Ivankovich. Where he</p> <p>21 received that money from, it's a different question.</p> <p>22 Q. Okay. And then you don't know the</p> <p>23 answer to that question?</p> <p>24 A. No. You could ask Steven, or we could</p>

<p style="text-align: right;">Page 82</p> <p>1 get a forensic accountant, or we could subpoena.</p> <p>2 Q. Okay. But, again, you don't know the</p> <p>3 answer to that question; you don't know where those</p> <p>4 funds came from?</p> <p>5 A. Steven. They came from Steven.</p> <p>6 Q. Okay. And I believe you also mentioned</p> <p>7 that he would send you money to a TRG account. Did</p> <p>8 I remember that correctly?</p> <p>9 A. You did.</p> <p>10 Q. Okay. And is that a bank account, or</p> <p>11 what kind of account is that?</p> <p>12 A. Correct. That was a business account</p> <p>13 that was attached to a debit card that Steven</p> <p>14 canceled two days after I filed for divorce.</p> <p>15 Q. Okay. And do you know what business</p> <p>16 that was tied to, the TRG account?</p> <p>17 A. I think TRG was the name of the</p> <p>18 business. Steven loved putting things in the name</p> <p>19 of the business. So once again, we could subpoena</p> <p>20 that account and see the source of the funds.</p> <p>21 Q. I see. Okay. So what bank was the TRG</p> <p>22 account with?</p> <p>23 A. It was Glenview State Bank. It is</p> <p>24 where his family banked. And then it -- it turned</p>	<p style="text-align: right;">Page 84</p> <p>1 THE WITNESS: It's 17 years of marriage, but</p> <p>2 we've been together for 18.</p> <p>3 MR. TAHMASSEBI: Okay. It's your</p> <p>4 understanding, based on 17 years of marriage, that</p> <p>5 Steven Ivankovich controlled the transfer of funds</p> <p>6 from a number if not all those LLCs?</p> <p>7 THE WITNESS: Yes.</p> <p>8 MR. TAHMASSEBI: That's all I have.</p> <p>9 All right. I think -- what do you</p> <p>10 want to do about signature, Counsel?</p> <p>11 MS. STANISH: Do you want the opportunity to</p> <p>12 review the transcript before it's official? You</p> <p>13 can't make any substantive changes, but if the</p> <p>14 court reporter has made any errors that are non-</p> <p>15 substantive that you have the opportunity to</p> <p>16 correct them. Do you want that opportunity, or do</p> <p>17 you want to waive that?</p> <p>18 THE WITNESS: I would like that opportunity,</p> <p>19 please.</p> <p>20 MS. STANISH: Okay. So reserve.</p> <p>21 MR. TAHMASSEBI: All right. Great. We will</p> <p>22 attach the exhibits. I'm going to order the</p> <p>23 transcript, Nick. Same order as usual.</p> <p>24 Do you guys want a copy?</p>
<p style="text-align: right;">Page 83</p> <p>1 over. It was purchased by a larger bank. And I</p> <p>2 can't remember the name. But it was -- it was</p> <p>3 fairly recently.</p> <p>4 And then after I filed for divorce,</p> <p>5 Steven cut off my access to those accounts.</p> <p>6 Q. Okay. And I do apologize if --</p> <p>7 A. No, you don't. No, you don't. But go</p> <p>8 ahead.</p> <p>9 Q. -- this question was asked specifically.</p> <p>10 But did any -- to your knowledge, did any of the</p> <p>11 family businesses, whether they're LLCs or trusts</p> <p>12 or anything else from your understanding, directly</p> <p>13 send you money?</p> <p>14 A. No. It would always be funneled</p> <p>15 through Steven.</p> <p>16 MR. PORRAS: Okay. That's I think all I</p> <p>17 have, Ms. Ivankovich. I appreciate your time. I'm</p> <p>18 not sure if Mr. Tahmassebi has any additional</p> <p>19 follow-up or further questions. But I'm wrapped up.</p> <p>20 MS. STANISH: Amir.</p> <p>21 MR. TAHMASSEBI: No.</p> <p>22 The LLCs that we've mentioned, it's</p> <p>23 your understanding, based on 18 years of marriage,</p> <p>24 being around the family for --</p>	<p style="text-align: right;">Page 85</p> <p>1 MR. GOLDSTEIN: We should get it.</p> <p>2 MR. PORRAS: Yes.</p> <p>3 MR. GOLDSTEIN: Cy, why don't you order a</p> <p>4 copy.</p> <p>5 MR. PORRAS: Okay. You got it.</p> <p>6 (The deposition concluded at</p> <p>7 3:23 p.m.)</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

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JEANETTE IVANKOVICH, 03/23/2023

Exhibits	150-foot 10:18 24:14 27:8 71:2 80:19	42 10:20
1 Ivankovich 032323-1 11:16,19 14:7	16 24:7	42.7 36:20
2 Ivankovich 032323-2 14:4 19:10,17 20:17	17 53:11 54:16 60:10 69:20 84:1,4	49.5 21:12
3 Ivankovich 032323-3 19:13 20:15,18 23:19,20	18 54:17 55:21 56:20 76:12 83:23 84:2	5
4 Ivankovich 032323-4 29:23,24 30:11	18-year 56:21	5 35:8,11 36:3
5 Ivankovich 032323-5 35:8,11 36:3	1:30 6:21	5,000 8:23
6 Ivankovich 032323-6 41:11, 12,16	1st 8:4,14	55 10:13 13:8,20,23
\$	2	56 11:10
\$10,991.73 42:3	2 14:4 19:10,17 20:17	6
\$1200 47:19	20 18:6 60:7,13,15	6 41:11,12,16
\$20,000 26:1	20,000 25:6,21	60- 49:5
\$3,000 47:14	2007 41:10	60697 49:5
\$3.5 24:14 25:7	2008 41:10	8
\$55,367,404 13:3	2019 36:21 37:10 38:1	8,000 8:16
\$56 80:5	2020 11:22 13:2,6 22:1 32:12,19	80-year-old 50:3
1	2021 5:7 8:4,14,16,17 9:12 23:21 24:13 29:15 31:6 32:19	83 49:13
1 11:16,19 14:5,7	2022 8:20,21,22 9:15,17,18 31:11	88 37:24
1.1 36:23	21 12:4	9
10 6:23 24:8 60:13	2142 44:15	9,000 8:13
11 36:22	22 21:13	920 8:1
1150 49:4,5	233 70:16	9220 5:7
12 36:3	235 40:4,23 45:8 70:16	A
12-plus 76:21	25th 23:21 31:6	absolutely 17:9
12.1 36:20,22	26 13:2,6 30:17	access 32:15 38:15 43:3 44:12 47:4,10 83:5
13 30:1,15,16,17 42:1	29,140,000 14:23	accompany 23:17
13.26 37:24	3	account 31:24 32:15 42:2 44:6 66:22 76:24 77:3,17 82:7,10,11,12, 16,20,22
14 42:1	3 14:9 19:13 20:15,18 23:19,20 41:20 42:1	accountant 70:6,21 81:9 82:1
14s 47:21	30th 24:13 29:15	accounting 69:6
15 6:23 18:6 60:7,15	34 10:21	accounts 32:2,7 38:23 43:8 44:4, 6,11,24 45:5,6 83:5
15.07 37:22	3:23 85:7	accuracy 24:3
150,000 26:5	4	
	4 14:10 29:23,24 30:11	

JEANETTE IVANKOVICH, 03/23/2023

accurate 60:9,15	77:24	background 17:7
action 12:12,15 23:21	apartments 70:11	bank 13:9 31:24 38:23 43:7 44:4,6 61:12 66:21 82:10,21,23 83:1
active 23:15	apologize 46:4 83:6	banked 82:24
add 58:14	appearance 6:1,10,15 15:20 16:10	Barber 47:23
added 70:3	appeared 67:4	base 76:8 77:8
additional 83:18	appearing 17:19	based 11:11 21:23 29:16 31:9,10 37:10 44:22 48:19 50:9 53:15 54:11,23 56:21 61:17 62:3 64:6,22, 24 65:18 66:4,9,12 69:14 70:18 77:11 83:23 84:4
address 8:3 40:18 49:3,7,8	approximately 8:11 9:2,11 10:12 28:18 35:22 39:6 44:3,16 69:20	basically 10:10 36:13
admitted 73:9,11	April 37:9	basis 10:1 78:6
affected 46:11	arrest 29:13	beach 23:3,13 48:13 51:24
affidavit 19:12 23:20 24:2 29:24 30:18 31:6	arrested 28:22 71:8	beachfront 52:1
afford 22:4 25:8 32:22	Asset 35:12	beautiful 48:11
afloat 11:8	assets 9:23 11:6 12:22,23 38:11	beginning 6:8 80:3
age 50:15	assist 26:20 27:23 28:1	behalf 5:5 6:3 64:17 65:6 74:19
agree 48:2	assistance 9:3,13	believes 71:24
agreement 61:10	assume 69:1	bell 21:4
agreements 61:7	assumed 21:22	belonged 26:4
ahead 17:8 59:3 63:12,23 67:22 79:10 81:12 83:8	assuming 4:19 24:23 25:5 26:10, 23 27:24 29:4	beneficiary 35:20
aiding 66:2	assumption 64:4	big 26:11
alleys 39:11	Atlas 5:14,17 14:18 15:2,4 17:24 18:3,5,24 19:1 33:20 34:8,9,11,24 35:12 38:17 42:9,10,12 43:16 55:3, 4,8,10,12,16 56:5,13,22,23 57:1,11 59:6,10,14,15,16,19 62:17,19 63:1, 2,3 70:2 75:13,16,19 78:1 80:2	bills 77:24
Alliance 15:4 17:24 18:3,24 21:20, 21 53:24 55:10,12,16 56:6,13,22, 23 57:1 59:6,10,20 63:3	attach 84:22	Birchwood 18:4
allocation 38:1	attached 68:24 82:13	Biscayne 31:3,4 48:7 49:9
allowed 54:23	attorney 53:19 79:3,12	Biscon 31:3
Amended 41:17	August 11:22 13:2,6	bit 14:11 19:21 30:10 41:19 48:4 50:15
Amir 7:2 16:6 20:2,9 74:16 79:8 83:20	authenticated 19:15	blur 33:10
amount 13:20 14:23 37:13 42:2	authorize 32:23	boat 10:19,20 26:9 27:9 28:19,21 71:1,4,7,17,22 72:6,12
ample 30:21 31:7	Avenue 48:11 49:4,5	boats 70:11
and/or 19:23	aware 27:5 71:8	boss 28:9,12
Andren 56:17		bosses 28:6
announcement 4:24		bottom 41:24
answering 75:4		bought 24:24 71:19 75:8
answers 62:24		brand 47:21
Anthony 33:22 72:17		break 5:23 52:8,11
Antonia 56:16	back 7:20 14:7 23:10 25:6 28:17 32:12 39:10 40:6 52:14 56:19 57:21,23 60:20 67:12,16 68:5 76:4, 6	broke 22:20
anymore 64:22		
apartment 30:23 45:12 47:13		

B

JEANETTE IVANKOVICH, 03/23/2023

brother 51:5 64:5	Chase 33:16,18 76:14,19	consistent 37:2 38:6
brother's 51:2,3 64:3	cheap 47:11	contact 9:13 48:21
Brown 56:16	checked 51:17	Contessa 72:15
bunch 22:12	Chicago 8:1 30:21	context 4:15
business 10:23 23:10 32:3 33:16, 19,23 34:4,16,23 62:19 63:8 69:1, 14,18,23 75:16 76:2 77:4,5,10,12, 22 78:7 82:12,15,18,19	children 8:16 9:4,5,7 13:10 29:12 47:2 51:3 64:2,3	continue 17:15 74:23
businesses 9:23 11:8 32:4 33:12 34:6 49:16 60:7 61:13,17,20,22 62:11,12 75:16,19 76:1 79:15,21, 24 80:7,16 83:11	children's 33:7	continued 29:10,12
businesses' 61:7	circle 46:19	continuing 31:2 37:9
buy 47:13 71:19	circumstances 8:24	control 18:19,21 19:24 44:2 53:24 55:15 56:5 66:17,20
<hr/>		
C		
<hr/>		
call 7:3 33:6 76:6	Citation 41:17	controlled 42:7 54:7 63:17 66:6 84:5
called 4:3 35:4,11 41:16	City 30:21	controls 19:4 49:24 60:8 66:11
calling 28:20	claiming 62:14	conversation 22:16 51:19 56:3 67:3
camera 20:11	clarification 40:7	conversations 21:23 55:14,23 56:9,11,12 59:5 61:18 62:3 64:6,24 66:4,9,13 71:16
canceled 82:14	clarify 10:6 67:20	Cook 23:22
candy 72:19	clear 14:16 17:18 34:23 40:1 42:20 53:18 59:2 62:2,23 70:21	copy 5:11 30:5 84:24 85:4
captain 10:20 26:6,8,9	Cleveland 44:15	Corp 41:18
card 32:16 33:16,18,21 34:1 49:6, 7,8 76:14,20,22,24 77:13,15,16,18, 21,23 78:5,10,16 82:13	client 5:18	correct 8:7 11:14 22:5 25:22 27:22 31:1,4 33:13 35:2,3 51:9 62:8 65:22 73:1 75:11 76:21 77:2 82:12 84:16
cards 68:13	clock 23:7	correctly 13:6 82:8
Caribbean 21:12,16 59:15 63:3	close 11:9 47:14 52:8	correspondence 6:12
carried 27:9	clothes 47:20	cost 25:6,21 26:9
case 13:22 23:2 50:10	column 12:20 14:15	counsel 4:18,23 5:6,11 6:18 7:8 12:5 41:13,22 80:4 84:10
cases 6:13	comment 16:4	countries 31:13
cash 32:13 36:23 37:23 47:19	Comments 36:9,18	County 23:22
Cayman 31:12 47:12	committed 47:1	couple 18:24 19:7 33:1,4 48:11,12 51:15 52:3,5 78:18
CFO 21:14	communications 51:15	court 5:9 12:12 31:20 41:19 45:23 53:9 57:20,22 68:5 84:14
chance 5:21 49:3	companies 57:2 59:7	courtesy 6:22 16:11,16
change 14:3	company 34:8	courts 45:23 46:6,7
changed 47:6 49:9	complexes 77:24	covered 15:5
charge 27:11 49:17,21	compound 75:18	covering 26:1 39:24
charges 29:5,6,7,8 78:12,22	concerned 69:7 74:12	COVID 10:9,13 11:1,6 22:1 23:9
chart 19:17	concluded 85:6	creates 72:18
	confer 5:18	credit 33:16,18 49:6,7,8 68:13
	confirm 23:22 30:1	
	conjunction 65:9,10	
	connect 39:20	
	consent 17:19	
	considers 10:23	

JEANETTE IVANKOVICH, 03/23/2023

76:14,20,22,24 77:13,15,16,18 78:4,10	destitute 22:21 46:8,24 48:1 80:21	duly 4:3
crew 10:18	destruction 50:22	Dunlop 36:15
current 52:1	died 39:17	dynamic 13:18
cut 9:17 10:7 48:21 83:5	difficult 81:14	
cutting 9:21	dilapidated 39:8	<hr/> E <hr/>
Cy 6:3 17:16 20:10 53:8 54:17 55:21 58:24 59:2,21 60:22 70:20 72:10 75:2 85:3	dilapidation 39:5	earlier 15:1 29:17 33:9 42:6 54:2 71:5
	direct 27:24 37:5 46:14	easier 19:9
	direction 16:24	easy 81:13
<hr/> D <hr/>	directly 18:15 27:5 62:13 83:12	effect 4:21
	director 37:19	elderly 50:2
daily 47:21	discuss 18:1	emails 71:17
Dan 64:5	discussed 21:10 26:7 43:16	employ 27:23
date 29:15 40:15	discussion 10:8 38:19 42:22	employed 28:1,12 62:12,19 63:6 69:9,10
dated 11:21	discussions 54:11,18 55:4	employees 70:19
David 56:17	dismissed 29:7	employing 27:15 28:4
day 48:9	disseminated 12:11	employs 69:11
days 23:3 82:14	dive 22:24	entered 5:9
deal 26:11	diving 47:7	entire 68:21
debit 32:16 82:13	divorce 4:17 5:7 10:17 22:16,19 23:21 28:23 31:23 32:20 37:15 44:9,17 46:7,23 51:2,10 73:9,12,19 82:14 83:4	entities 16:7 18:2,11,19,24 21:20, 21 22:3 33:20 42:5 43:9,23 55:4,8
December 9:18 31:10	dock 25:21	entity 15:3 21:3 35:4,5,16 39:12 41:6 69:19
decision- 50:6	doctor 51:8	errors 84:14
decisionmaking 65:12 66:17	document 12:5 19:9,13 20:21 24:8 35:11 36:4 41:13,16,19,21 42:9	evading 58:15,18 74:18,20 75:2
decisions 50:6 64:17,22,23 65:2,6 66:1,2	documents 5:13	event 53:14
deep 47:7 80:19	dollar 45:11	events 71:18
Define 56:7	dollars 32:13 47:20	everybody's 14:11
defunct 80:7	Dominican 31:13	Everything's 72:19
Delaware 73:6,15 74:10	door 39:14 45:8	evidence 67:14 73:9,12,19
delve 34:10	double 39:10	ex-husband 62:4
dep 16:19	double-sided 36:2	ex-wife 51:12
deponent 15:18	downturn 11:1	exact 37:12 38:3
deposed 4:17	driving 47:23	EXAMINATION 4:5 53:12
deposition 4:12,16 6:18 17:5 19:14 57:7 67:14 69:15 73:22 74:15 75:3 80:4 85:6	drugs 62:15	examined 4:4
deserve 64:4	Dubai 31:12 47:13	excess 37:24
design 26:23	Ducanto 5:5	excuse 12:7 13:2
desk 44:5	due 8:23	exemplified 13:13
desperation 50:24		

JEANETTE IVANKOVICH, 03/23/2023

exhibit 11:16,19 12:4 14:4,7
19:10,13,16,17 20:11,15,17,18
23:19,20 29:23 30:11 35:8,11 36:3
41:11,12,16

exhibits 84:22

expand 33:14

expect 13:24 14:2 38:13 43:8
44:23 45:4 48:17 51:14

expected 13:16,20

expenses 8:9 10:24 33:8,16,17
34:4,16,17,23 35:1 76:16 77:6,10,
12,15,22 78:7,8

expensive 26:14

experience 13:19 23:6 48:19

explained 46:18

extensive 71:3

extensively 31:18

extent 5:15 58:7,16

extravagant 37:17

eyes 14:11

F

facilitate 27:16

facilitated 52:20

facilitator 21:11,14

fact 11:3 13:12 19:23 24:20 25:4
43:4 44:23 46:8

failing 9:23

fair 67:10 68:9

fairly 83:3

falling 22:2

false 46:21

falsely 28:22 71:8

familiar 21:8 35:5,13 40:8 76:17

family 9:9 18:5 35:4,13,18 37:21
38:10 42:13 48:3 50:22 51:11
56:12 61:19 65:17,19,20 69:14,18,
22 75:16,19 76:1,2,11 77:4 79:15
80:16 82:24 83:11,24

farm 45:14

father 33:21 49:15,20 50:2,3,4,5
64:1,20 65:5,11,13,15,24 77:1,17,

20 78:11

father's 77:14

February 9:15

federal 45:23 46:6

feel 73:20

fees 47:14

file 15:20 16:10

filed 10:17 22:15,18 23:20 28:23
29:5 31:23 32:20 37:15 44:8,17
46:23 82:14 83:4

financed 25:11

finances 10:3 33:11 42:8

financial 8:23 10:1,12 11:21 13:1,
19 41:17

find 81:7

fine 7:9 60:5

finish 34:20 37:6 43:14

finished 35:9 41:14

fishing 10:19 47:7 80:19

five-bedroom 24:14

fix 17:8

Fleck 5:5

Florida 30:23 45:15 48:9,18 49:1,
10

fluid 10:22

focus 30:12 41:20

follow 16:18 68:12

follow-up 53:1 83:19

foot 10:20,21

foreclosure 40:11,13

forensic 69:6 70:6,21 81:8 82:1

Forest 63:3

forget 5:3

fortunate 37:16

forward 69:7

fourth 59:4

France 31:12

free 39:18 73:20

friends 30:20 80:20

front 39:11 53:19 76:18

full 46:19

fun 26:12 29:1

funded 68:13

funds 13:14 18:21 19:4 22:4,10
32:8 38:15 43:3,5,8 46:8 66:6,12,
20 68:19,22 79:14,20 81:17 82:4,
20 84:5

funneled 83:14

G

Gary 6:6 51:22

gave 68:23

George 8:1

Gillson 48:12

girlfriend 47:8

girls 23:4,13

give 4:15 7:3,5,12,16 30:9 31:7
52:7 56:18 74:8 80:6

glasses 11:17

Glenview 82:23

Goldstein 6:6,9 15:7,10,12,15,22
16:2,8,14,21 17:2,4,13,18,21 85:1,
3

good 9:19 17:21 28:14

gorgeous 48:12

grand 32:21,24 33:1

grandchildren 50:20

Great 11:2 84:21

guess 28:5 31:22 41:22 49:10
60:22 68:11

guessing 60:17,19,20,24 61:3,4

guys 11:12 22:1,5,13 24:21 26:11
27:13 31:24 37:10,16 52:10 84:24

H

half 22:24 45:14,19,20

Halloween 72:19

happy 74:5

harass 74:14

JEANETTE IVANKOVICH, 03/23/2023

harassing 74:17
hard 12:21 23:9
hardship 13:19
heading 36:9 44:5
health 50:9
hear 6:7 13:5
heard 6:19 15:3 22:19 42:16
heavily 65:15
held 38:15
helped 28:2
helping 10:2 25:2 28:3
hidden 47:3
hire 81:8
hit 11:6 22:1
HOA 47:14
hold 37:6 54:8 71:12 75:17
holder 33:22 77:18
holdings 16:7
holds 37:23
holiday 47:18
home 30:20 31:2 40:16,20 47:16, 19,24 48:10 52:2 62:16
homes 18:5 34:9,11 59:14 63:2 78:1
honestly 75:4
hotel 30:22 31:8,17
house 39:4,8 40:2 49:3
houses 48:12 70:11
housing 30:18
hunting 23:1
husband 13:17 44:1 45:22 62:14 66:16 68:20
husband's 61:24

I

idea 9:19 13:21 31:7 49:12 51:23
identify 16:2
ill 65:24
Illinois 16:19 46:7 48:14

implication 26:3,4
implied 26:4 31:19 38:19 43:2 71:15
impression 31:18 42:11 65:16 66:3,9,15,16 68:22,23,24 78:15
impressions 65:19
improper 67:13
include 75:13
including 6:22 62:4,17,19
income 24:12
incompetency 47:1
incor- 74:9
incorporated 74:10
increments 33:2
independent 55:13 56:4,7 70:8,10
Indiana 51:22
indication 7:6
individually 18:10 72:3
individuals 61:19 62:3
inference 54:3
inferred 54:20
information 5:13 6:13,16 22:7 36:15 37:12,13 41:22 53:16,20 54:21 56:10 74:13
informed 80:9
instance 75:13
instruction 47:23
instructor 22:24
intention 39:9,15
interactions 44:22
interest 11:7 18:10 19:3,23 35:20 39:22,23 42:19 44:2
interesting 26:12
intermingled 34:16,24 77:7,9 78:7

International 32:16
interruption 15:6
intervenor 6:4 53:8
introduction 6:7
investments 37:20

invited 71:1
involved 27:6 29:19 54:7 65:6,15
involvement 42:11
iphone 47:21
Islamorada 30:24 31:1
Islands 31:12 47:12
Isle 21:12,17 47:13
issue 5:22
Ivankovich 4:2,8,9 5:5,16 6:11 7:23 8:8,15 9:3,20 11:5,21 12:16 13:7 17:23 18:10,14 19:2,14,21,23 20:5 21:3,5,24 22:11,19 24:18 25:24 26:17 27:4,14 32:19 33:22 34:24 35:18,19 36:12,14,19 37:22 38:14 41:18 42:7,13,19,20 43:17, 24 44:23 46:5 49:14,15,22 51:11 52:20 53:14,17 54:12 56:4,16 60:8 62:4 63:6,18,21,22 64:16 66:6,11, 13,14 67:24 69:9,12 70:13 75:1 76:11 78:6 79:14,19 80:22 81:6,19, 20 83:17 84:5
Ivankovich's 33:11 34:15 37:3 63:7 65:11,23

J

January 36:21
Jason 6:6 7:3 56:17
jazz 51:6
Jeanette 4:2,8 5:5 11:20 13:8 46:19 59:1
job 22:23 23:1,16 31:20 68:20
jobless 38:21
joined 15:24
jointly 64:22
judge 5:12 9:18 58:7,10 76:18
July 8:16,18 9:17
jurisdiction 4:21

K

Key 31:3,4 48:7 49:9
kidding 58:17
kids 7:11 10:3 29:2,3 45:13 47:9, 16

JEANETTE IVANKOVICH, 03/23/2023

kind 11:3 19:18 23:9,23 31:8 34:7
43:2 46:14,18 55:11 77:22 82:11

kinds 13:14

knew 24:23 34:11 61:4

knowing 51:18

knowledge 6:5 18:1 49:17,19
54:14,15 55:14 56:4 57:10 58:8,13
68:18,20 69:8,10,13 70:8,10 77:11
83:10

L

Landscaping 78:3

larger 83:1

late 16:3,5 33:8

Latham 56:17

leading 54:23 60:21

leave 12:11 46:24 47:2

led 55:15 56:10

Leslie 56:17

letter 37:20

Liabilities 12:22

liability 22:13

liar 55:17,19

life 23:18 37:11 47:9 48:1 67:10
68:9

lifestyle 10:15,24 11:12 13:13,24
14:2 22:5,9,14 37:13,17 38:20
46:12 47:6 68:14 80:12

limit 7:10

lines 80:8

liquidate 10:10

liquidity 36:20,22

list 18:23

listed 21:5 32:6

litigation 12:6,7

live 15:19 22:5 30:21 37:16 38:20
39:18 45:15

lived 11:12 37:10 40:21

lives 51:21,22

living 22:5 23:18 30:22 31:17 47:8
48:1

LLC 5:14,17 21:17 34:11 35:5,13
37:21 38:10,16 42:2,14 43:19 45:9
52:21 55:3 56:6 59:15 63:2 66:21
67:6 70:15 71:11,19 72:1,3,7,8,9,
11,18,20 73:2 77:4

LLCS 6:4 18:4 19:18,24 34:9
38:16,17 43:16 50:1 53:2,8,10,24
54:1 55:16 56:6,22 57:2,4,11 59:7,
10 60:23 63:17,19 64:3,5,9,13,17
65:7,13 66:2,6,12,18 67:12 68:24
69:23 70:14 72:18 73:5 75:8,15,24
76:2 83:11,22 84:6

LLCS' 59:19 66:20

loans 22:12

locate 44:19

long 8:2 44:14 50:8,10 52:6

longer 7:1,15 10:1 13:9 17:12 22:4

lot 11:7 23:10 26:17 27:20 30:11
34:15 35:1 39:2,10 50:1 58:17
60:14

loved 82:18

luxury 30:20

lying 60:21 66:16

M

Macs 47:21

made 9:13 26:11 45:22 46:5 65:3
84:14

magically 67:5

maintain 22:13

majority 65:2

make 4:24 14:5 17:5 19:9 45:8
47:5 48:22 50:5 54:13 56:2 64:23
67:16,19 78:17 84:13

makes 64:16

making 46:20,21 50:7 66:1,2
81:14

Maldives 47:12

Malli 56:17

man 28:12 38:21 48:1 80:20

Management 34:12 59:14 63:2

managing 21:5,6 37:23 38:5 42:2

Marine 72:15

mark 19:9 35:8 56:16

marked 11:15 20:18

marketable 36:23 37:23

marriage 22:7 38:14 62:16 63:5
68:21 83:23 84:1,4

married 23:14 31:23 40:22 41:10
54:16 76:10

matter 5:7 6:10 15:21

meant 59:23 60:2

member 21:5,6 42:2 63:22,24
65:17

members 37:23 38:5 61:19 63:16,
18 64:9,13 65:20

memory 59:18,23 60:9 75:12

men 62:15

Menomonee 40:4,23 45:8 70:16

mental 47:1

mentioned 43:10 44:1 52:16
72:24 76:1,14 82:6 83:22

messages 28:11 70:18 78:23

Michigan 48:11 49:4,5

million 10:13 11:10 13:8,20,23
21:12,13 24:14 25:7 36:20,22,23
37:24 80:5

mind 7:2 20:10,13 34:6 56:19
57:23 68:5 76:3

minus 12:22,23

minute 7:13,17 15:22 16:22 17:5

minutes 6:20,23 7:4

missing 11:20

misspoke 8:18

misstates 71:13,14

misstating 67:15

mom 48:22

moment 56:19

money 22:2 31:8 32:14,17 33:3,5
39:2 43:4 45:17 47:11 49:24 62:15
66:21 67:4,9 68:8,11 69:1 76:5,7,9
79:23 80:1,6,7,15,23,24 81:5,8,18,
21 82:7 83:13

moneys 30:22

month 8:12 47:15

JEANETTE IVANKOVICH, 03/23/2023

months 48:8,18,24 49:1 51:20
69:15,16**mother** 9:13 33:6 50:7,14,24 64:1,
23 65:1,11,14,24 77:21**motion** 81:11**motions** 4:20**motor** 71:2**mouth** 38:9 54:13 62:1**move** 69:7**Multi-** 18:4**multifamily** 78:1**multimillion** 45:11**multiple** 18:3 21:22 34:9 35:17
39:16 53:24 54:3 55:23 57:2,4,12,
17 60:13**musician** 51:8

N

names 54:1,6,9 55:7 56:14 57:3,11
59:9,11,13,19 60:23 69:20 73:4,23
74:6,8 75:9,13**naming** 55:4**needed** 28:1 32:11,13 33:3 39:8
43:4 55:11 67:4**negotiated** 8:14,17,23**net** 11:9,10 12:21,23 36:19**Nick** 34:20 84:23**non-** 84:14**nonsense** 48:22**North** 30:20 44:15 49:4**note** 6:23**notice** 6:17**November** 8:17,22**number** 19:16,18 26:12,14,16
54:10 60:8 84:6**numbers** 44:4,6,13**numerous** 43:10

O

oath 49:23**object** 67:15 75:18**objection** 54:9 57:16 71:14,23**objections** 74:19**observations** 50:9**occasionally** 80:23**occur** 24:17**October** 9:10,12 23:21 31:6**Octopussy** 70:18,24**offhand** 31:14**official** 84:12**officially** 5:10**Olga** 56:16**one's** 34:23**operated** 22:8**operating** 61:7,10**operation** 27:6**opportunity** 84:11,15,16,18**opposite** 13:14**order** 5:8,12 12:10 20:21 22:13
27:3 84:22,23 85:3**original** 40:2,7**orthopedic** 51:9**overlaps** 30:11**Overlook** 21:3**overseas** 44:3,5,11,24 45:5**owned** 14:17 40:17 41:3,4 42:7
47:3 76:24 77:3 78:1**owner** 18:18 37:22 38:5 39:16,17
70:17**ownership** 19:20 39:21,23 44:1
53:24 55:16 56:5**owns** 35:18 71:10,22 72:1,5

P

P-O-R-R-A-S 6:3**p.m.** 85:7**P2** 19:1 42:1,9 59:15 63:2**P3** 59:15 63:2**P4** 59:15 63:2**P5** 14:18 15:2 17:24 19:1 35:12**paid** 77:23 78:17**papers** 8:6 37:15**paperwork** 29:20**paragraph** 24:7 30:17 36:9,18**parents** 30:19 48:6 49:11 56:11**parents'** 31:2**part** 21:23 22:16 24:9 30:12 42:7
54:4 61:11 64:5 65:12 76:11**participate** 64:21**partner** 18:22**partners** 23:17**passing** 72:19**passport** 31:11**past** 6:24 45:18**path** 50:22**pattern** 51:1 71:20**pause** 5:17 7:19**pay** 8:8 30:22 31:8 76:15 77:15
78:16**payer** 78:22**paying** 31:16 77:11 78:12**payment** 78:18**Payments** 78:1**people** 27:5,10,15,21,23 28:1,3,4,
11 56:13,15 72:20**percentage** 38:4**perfect** 17:10**periods** 28:21**person** 78:12**personal** 9:23 10:23 11:6,20 13:1
22:3,12 31:24 33:11,17,24 34:17
35:1 38:23 43:7 54:15 67:10 68:9
71:18 76:15 77:6,10,12 78:8 79:20,
24 80:7**personally** 14:1**picture** 17:7 44:7,19**Pilgrim** 21:16**plans** 39:19**playing** 23:3

JEANETTE IVANKOVICH, 03/23/2023

pocket 47:20	provided 36:15 37:20	73:7,16 75:9 79:22,23,24
point 10:11 12:11 19:22 22:4 38:14 44:7 64:20 65:2,4	providing 5:11 8:15 9:3,12	received 6:17 81:21
points 33:4 67:20	publications 21:10	recently 39:13 83:3
pond 76:4	pull 68:21 69:2	recess 52:13
Porras 5:24 6:2,3 7:2,16 20:2,9,10, 14,18 52:12 53:1,7,8,13 54:19 55:6 57:15,19,22 58:4,11,15,19 59:8,17 61:5 63:4,11,23 64:7 67:7,18,23 68:4,16 71:21 72:4,22 73:13 74:16, 22 75:1,6,21 79:11 80:11,14 81:4, 15 83:16 85:2,5	pulled 23:9	recognize 11:24 20:6 21:2
portfolio 14:18 15:2 17:24 18:4 19:1 35:12 42:1,10	purchase 21:12 25:14 26:10 29:14,21 39:17 52:16 72:18 75:24	recollection 73:15
pre-divorce 22:17	purchased 10:19 24:13,24 25:15 26:2 39:13,17 41:7,9 45:7,13,14 51:24 52:1 72:17,24 73:2 75:8 83:1	record 6:1 7:18,20 19:17 23:20 40:18 52:14 53:7,10 58:1 60:16 68:7 74:23
preclusion 12:15	purchaser 45:11	record's 14:16
prefer 20:8	pushed 29:6	recreational 10:20
prepared 36:14	put 6:1 27:3 32:9 36:15 38:9 41:10 61:17 62:11 63:8 74:22	refer 69:22
presented 33:15 70:17	putting 54:12 80:2 82:18	reference 73:20
pretty 23:15 48:21 76:17		referring 23:5 28:12 40:2 64:18 69:23 80:3
previous 21:13	<hr/> Q <hr/>	reflect 10:15,24 22:10 80:13
price 21:13	quash 81:12	reflected 13:24
primary 33:21 77:17	question 5:19 20:20 34:20 43:14 46:14 49:23 51:5 56:2,8 57:8 58:5, 6,10,16,23 61:2 62:8 68:1,2,6 74:21 75:18,20 81:21,23 82:3 83:9	refusing 15:13 58:5,11,22
prior 9:20,22 40:16 65:5 67:13	questioning 79:16 80:1	rehab 25:3 26:21 27:6,18 39:9 71:3
private 47:22,23	questions 5:16 20:19 53:2,3,15,20 68:15 74:18,23 79:3,13 81:9 83:19	rehabbed 39:8
privy 25:12	quickly 20:9,10 79:6	reinstated 29:8,11
problem 75:22	quiz 59:23	reiterating 67:18
proceed 7:7	quote 22:20 23:10	related 4:19 5:16 53:2 63:7 75:15
proceeding 73:22	<hr/> R <hr/>	relating 5:13
proceedings 37:15 73:9,12,19	raising 74:19	relationship 56:22
process 25:2 65:12	Ravi 56:17	relative 29:21
produced 12:6	reach 7:4 50:23	released 29:4,6
project 28:13	reached 39:16	relying 61:14
properties 72:23 75:8,24	read 12:21 14:7 28:15 57:21 58:1 68:7	remaining 53:2
property 39:13,14,18,19 40:14 45:7	reading 57:23 68:5	remember 49:6 55:8 59:11,13 60:3,4 73:23,24 74:1,2 79:15 82:8 83:2
protect 44:20	real 20:2,9	remembering 74:11
protected 20:21 36:4 41:12	realized 50:22	remodeling 26:23
protective 5:8,12 12:10 20:21	reason 7:1 10:2 33:6	remove 64:3
protects 5:13	recall 21:10 44:10,21 55:9 66:7,8	rent 8:11,13
provide 10:1 33:5,7 53:11 74:13		rental 8:5,9 30:23 40:19 41:2
		replace 26:8,9
		reporter 53:9 57:20,22 68:5 84:14

JEANETTE IVANKOVICH, 03/23/2023

reports 36:19	29:15	specifically 5:16 7:3 36:8 55:5 70:13 83:9
represent 16:6 53:10 70:14,15	service 4:20	specifics 18:5,18 69:4,5
representation 75:5	sessions 47:22	spend 39:1 48:24
representations 45:23 46:6	seven-bedroom 47:24	spending 45:16
represented 45:10	seven-person 10:18	spent 23:3 28:21 48:8
represents 6:11	sex 62:15	split 32:19
Republic 31:13	shared 22:6	spoke 56:15
requested 41:21	Shore 30:20	spree 45:16
requires 10:18	short 81:17	St 72:17
Research 72:16	show 10:11 11:9,15 19:8 29:12 35:7 54:8	stamp 30:2
reserve 58:6,9 84:20	showed 19:11 75:3 81:18,19	stamped 5:10 23:24
reside 7:24 30:19	shown 19:14	stand 19:19
resident 45:11 49:10	shows 20:11	Stanish 5:1,4,24 7:9,14 8:18 12:8, 13,17 17:16 20:19,23 30:5 36:4,6 37:6 40:1 45:2 53:4 57:12,17,20 59:1,11 61:2 62:23 63:10 72:13 73:8,23 74:5,9 75:17 79:8,10 80:3 81:11 83:20 84:11,20
residents 48:9	sick 50:4 64:20 65:5,15	start 6:21 21:2
resources 10:11	signator 32:7	started 8:13 9:15 29:18 47:18
respond 57:9	signature 12:1 23:24 30:2 84:10	state 4:7 82:23
restate 75:20	signed 24:4 31:6 52:20	stated 54:2
review 5:18 84:12	significant 38:11 49:16	statement 10:12 11:21 13:1 38:4
reviewed 24:3	silly 58:10	statements 46:20 61:13
rich 72:20	similar 23:4 51:11	stating 37:20
ring 21:4	single 55:2	Steve 27:15,23,24 80:22
roles 49:16	sit 6:14 59:12 73:24 74:14	Steve's 10:22
rules 16:18	sitting 23:3,13 73:14,16 75:9	Steven 11:21 14:1 18:15,16 19:23 21:4,11,22 22:10 23:7 24:13 26:4 28:3,7,9,22 29:6,7,16 30:18,20,21 31:7,11,17 32:14,21 33:15 34:15 37:21 39:12,13 41:7,9 42:11,19 43:18 44:4 46:1 49:9,14,22 50:7 54:4 55:14,15 56:5 60:8 63:21,24 64:2,16,23 65:1,3,11,20 66:5,11,14 67:9 68:9,23 69:9,11 71:7,10,15 72:2,7,10,18,24 75:7,24 76:10 77:5,11 78:6,15,20,21,24 79:14,19, 23 80:1,5 81:3,6,19,20,24 82:5,13, 18 83:5,15 84:5
<hr/> S <hr/>		Steven's 4:17 12:2 24:12 49:20 50:7 51:1 53:23 55:17,19 61:14,17 65:5,14,15,24 76:15 77:1,16,18 78:11
sage 50:16	ski 47:23	
sake 53:10	ski-out 47:24	
salary 26:6	Skip 47:23	
sale 21:11,15	sky 67:5	
schedule 14:12,16 23:15	solely 66:12	
Schiller 5:4	sort 6:7	
school 47:23	sound 54:13 60:15 80:20	
sea 47:7 80:19	sounds 25:21 26:6,17	
securities 14:17 36:23 37:24	source 76:5,7,9 81:8,10,20 82:20	
send 74:6 80:23 82:7 83:13	sources 24:12	
sending 80:15	Spain 31:12 47:13	
separate 46:23	speak 50:5	
September 8:4,14 13:2 24:13	speaking 79:6	
	specific 66:19 69:19	

JEANETTE IVANKOVICH, 03/23/2023

Stifel 37:20 41:17,23	65:20 69:24 71:5 78:5	tough 14:6,20
stop 9:3 48:22 50:19 76:19	tandem 39:12	toured 45:10
stopped 8:15 9:12 50:21	tangible 36:19	Tower 45:12 47:14 52:17 70:15
stopping 10:2	Tanya 5:4 6:3	Town 39:11 40:9
structure 19:15	taxes 40:14	traceable 68:12
subject 12:9	ten 6:20 31:21	training 47:22
submitted 73:18	tendered 5:9	transaction 80:13
subpoena 68:12 76:19 81:7 82:1, 19	tennis 22:23 23:4	transcript 84:12,23
subpoenaed 31:11	test 14:11	transfer 11:6 22:2,3 32:14 79:20 84:5
subpoenas 69:6	testified 4:4 11:5 23:2 36:14 49:14,15 53:23 54:14 63:21 66:5, 24 67:11 71:24 79:18	transferred 9:24 19:4 79:14
subsidiaries 19:19	testifying 66:7	transferring 22:10
substantive 84:13,15	testimony 11:13 13:6 61:16 64:16 65:10 67:13	transfers 49:24
sufficient 30:18	text 28:11 70:18 78:23	travel 23:11,15 70:12
Summary 35:12	texts 71:16	traveled 23:8 31:18
summer 49:1	thereof 20:7	traveling 47:8 80:18
support 8:15 9:14,18,21 10:1,7 13:9 78:24 79:1	thing 47:5 51:1,11	treated 51:2
supporting 9:16 47:9	things 26:23 39:2 72:21 82:18	TRG 32:14,15 82:7,16,17,21
supposed 6:21	thinking 13:18	trip 29:2,3
supposedly 51:6	thirds 14:13	trips 23:17
surgeon 51:9	thousand 32:13	true 11:13 40:12 46:15
suspicion 54:6,11	thousand-dollar-a-day 47:22	Trump 45:12 47:14 52:16 70:14
sworn 4:1,4	thousands 47:20	trust 43:18,19,20
<hr/> T <hr/>		trusted 61:24
Tahmassebi 4:6,23 5:2,20 6:9 7:8,12,15,18,20,22 9:1 12:3,9,14, 18 15:7,11,13,17 16:1,5,6,9,16 17:1,3,11,14,20,22 20:3,13,17,22 21:1 30:6,8 36:5,7 37:8 40:5 45:3 52:7,10,14,15,23 53:6,16,18 54:8, 22 57:13 58:9,12 62:21 63:9,20 66:23 67:11,21 71:5,12,23 72:2 74:3,7,12 79:2 81:1 83:18,21 84:3, 8,21	threaten 29:11	trusts 35:18 83:11
takes 27:20 47:17	three-lot 39:14,19 45:8	truth 62:1
taking 22:12 79:23 80:1	tied 76:24 82:16	tuition 33:7,8
talk 9:6 14:18 19:8,20 27:8 29:1 48:3 50:18	time 6:22,24 7:10 9:22 12:11 17:8 19:22 24:20 25:5,13 26:1,2 32:18, 20 33:3,4 40:21 43:4 46:24 50:17 59:4 65:13 74:3 83:17	turn 13:23 15:8,10,13
talked 21:19 42:6 43:24 48:7 53:16	times 28:16 35:1 39:16 44:9 46:23 49:20 50:23 57:12,18,21 74:24	turned 82:24
talking 15:24 17:23 21:16 50:21	today 55:8 58:7 59:12,22 60:3 73:14,17,22,24 75:9	turning 60:1
	told 18:16 19:3,22 21:24 22:15 23:8,12 24:24 25:5,20 29:16 31:19, 20 35:22 38:14 40:11 45:13 46:24 49:23 55:20 64:1,2	turns 60:20,21
	total 12:22,23	two- 14:12
	touched 23:19 24:6	two-minute 52:7,11
		two-thirds 36:10
		type 35:20
		<hr/> U <hr/>
		ultimate 19:20 78:22

JEANETTE IVANKOVICH, 03/23/2023

ultimately 78:12	wanted 4:23 5:6 17:16 26:8
umbrella 34:8 57:1 59:6,10	waste 74:3
umbrellaed 55:12	watches 47:21
umbrellas 57:6 58:3	waterfront 48:10
unclear 24:12	website 61:23
under- 37:5	West 8:1 40:4,23 45:8 70:16
undergoing 71:2	whichever 20:8
understand 10:3,5 35:19 40:8 46:22 52:21 56:2 58:22 59:22 62:18 65:4 66:10 67:19 68:1,18	wife 13:18 51:2 52:1 71:16
understanding 18:9,13,20 35:15 37:3 38:6,10 39:10 42:6,18 64:8, 10,12 66:11 68:19 75:23 76:8,23 77:9 78:11 83:12,23 84:4	Wight 47:13
understood 5:20 33:10 34:3,14 43:2,12,15	Wilmette 48:10,14 49:1
Unlisted 14:17	winter 48:18,24
unquote 22:20 23:10	withdraw 32:8
Unsuccessfully 29:10	word 61:15
upkeep 39:5	words 27:20 33:24 38:9,22 54:12
uptick 11:3	work 23:8 26:17 31:19 61:22 62:10 71:18
usual 84:23	worked 23:7 27:2 56:13 61:20,21 62:16 63:1
Utilities 78:3	working 23:9 62:5 69:13,17
Utility 77:24	worth 10:12,13 11:9,10 12:22,23 36:19 37:3 47:20
	wrapped 83:19
	wrong 73:1
<hr/> V <hr/>	<hr/> Y <hr/>
validate 48:9	yacht 10:18 24:14 25:1,7,8,11 27:7 28:19 30:23 71:2 80:19
variation 20:6	yacht's 26:6
vendors 70:19	year 8:19 9:22 22:24 26:5 29:12 32:12 45:14,19,20 47:18
Venmo 32:17 80:23 81:6,7,18	years 21:13 31:21 40:14 44:16 50:11,12,13 51:15 52:3,5 54:16 55:21 56:20 64:20 76:12,21 83:23 84:1,4
versus 75:19	yesterday 5:9
video 15:9,14 16:13,20 29:13	younger 50:15
<hr/> W <hr/>	<hr/> Z <hr/>
wait 6:23 7:1 15:22 16:22 17:5,9, 11,13	Zoom 6:6,13 16:20
waited 17:12	
waive 84:17	
Walker 36:15	
Wandner 6:6,17 56:18	

<p>Ivankovich - Plaintiff - Cross (Mr. Rossman) Page 301</p> <p>1 get on.</p> <p>2 MR. ROSSMAN: I would object to that. There's</p> <p>3 overlapping factual knowledge between these two witnesses</p> <p>4 and I would not want to have this witness still open, have</p> <p>5 Mr. Morris testify, and then have this witness be recalled.</p> <p>6 THE COURT: I thought that might be your response</p> <p>7 there. All right. Let's see how we do. Let's see if we</p> <p>8 can try to get -- I'm sure Mr. Ivankovich would be</p> <p>9 heartbroken to be done soon, but let's see if we can get it</p> <p>10 done.</p> <p>11 MR. ROSSMAN: To the limites of the Court Reporter</p> <p>12 being mad with me, I will go as quickly as I can, your</p> <p>13 Honor.</p> <p>14 CROSS EXAMINATION CONTINUED</p> <p>15 BY MR. ROSSMAN:</p> <p>16 Q Mr. Ivankovich, I want to understand something. The</p> <p>17 Atlas entity, Atlas -- Atlas MF Mezzaine Borrower, LLC is the</p> <p>18 plaintiff entity in this case, correct?</p> <p>19 A Correct.</p> <p>20 Q Okay. I want to make sure that we're on the same page</p> <p>21 about what the actual financial condition of that entity is.</p> <p>22 You were in the courtroom yesterday when Mr. Meister</p> <p>23 represented that we don't have any money. He said that on Page</p> <p>24 31 of the transcript referring to Atlas.</p> <p>25 A I don't recall that statement.</p>	<p>Ivankovich - Plaintiff - Cross (Mr. Rossman) Page 303</p> <p>1 A My paragraph 43 says, however, despite the harm caused</p> <p>2 by Macquarie's wrongful notice of a default on the Mezzanine</p> <p>3 Loan, Atlas still today is in a strong financial position and is</p> <p>4 able to obtain financing to pay off the Mezzanine Loan.</p> <p>5 Q So focusing on the second half of that sentence, where</p> <p>6 it's true, the verified complaint says that Atlas still today is</p> <p>7 in a strong financial position, correct?</p> <p>8 A Correct.</p> <p>9 Q Was that a true statement?</p> <p>10 A Yes.</p> <p>11 Q At the time you signed the verification?</p> <p>12 A Yes.</p> <p>13 Q Okay. Now, can you explain to me, sir, how it is that</p> <p>14 on October 30th, 2017 and this is about five months after --</p> <p>15 more than five months after the closing of my client's purchase</p> <p>16 of the equity interest in the properties, how you could</p> <p>17 represent to the Court that that entity was in a strong</p> <p>18 financial condition?</p> <p>19 A I take that to mean that the overall Atlas entity,</p> <p>20 which includes the Atlas principals. We could capitalize that</p> <p>21 entity in five minutes.</p> <p>22 Q Now, if you turn to the first page of the Complaint,</p> <p>23 the Verified Complaint.</p> <p>24 A Yes.</p> <p>25 Q Atlas is defined as the plaintiff, Atlas MF Mezzaine</p>
<p>Ivankovich - Plaintiff - Cross (Mr. Rossman) Page 302</p> <p>1 Q Do you recall your counsel said, prior hearing January</p> <p>2 7th, 2020 hearing in this case, I'm referring to transcript Page</p> <p>3 14, Atlas, the entity that is the party here, is obviously at</p> <p>4 the moment bereft of assets because the assets that it had was</p> <p>5 the equity collateral that was sold at the auction, is that a</p> <p>6 true statement?</p> <p>7 A Yeah. I would categorize that as true.</p> <p>8 Q Would you like, sir, in your binder, there's a copy of</p> <p>9 the Verified First Amended Complaint that was filed in this</p> <p>10 action.</p> <p>11 A This is your binder.</p> <p>12 Q Yes. The cross-examination examination binder that I</p> <p>13 gave you. It's toward the back of that binder. You see</p> <p>14 something that's First Amended Complaint. It's a Verified</p> <p>15 Complaint, which means you actually had to sign verification to</p> <p>16 the truthfulness of it's contents, are you aware of that?</p> <p>17 A Correct.</p> <p>18 Q Okay. This is a complaint that was filed in this Court</p> <p>19 on October 30th, 2017. Let me know when you're there.</p> <p>20 A Yep. I'm here.</p> <p>21 Q Okay. If you turn to paragraph 43 you'll see the</p> <p>22 statement, Atlas still today is in a strong financial position</p> <p>23 and is able to obtain financing to pay off the Mezzanine Loan?</p> <p>24 A Paragraph 43?</p> <p>25 Q 43. It's in the back of that --</p>	<p>Ivankovich - Plaintiff - Cross (Mr. Rossman) Page 304</p> <p>1 Borrower, LLC. Do you see that term Atlas?</p> <p>2 A I see that.</p> <p>3 Q So you're now telling me that that statement in the</p> <p>4 Verified Complaint, in paragraph 43 that that particular entity</p> <p>5 was in a strong financial condition, is that an untrue statement</p> <p>6 or a true statement?</p> <p>7 A Absolutely. That's a true statement.</p> <p>8 Q How is it that your counsel could represent to this</p> <p>9 Court yesterday that that entity has no assets?</p> <p>10 A The specific entity doesn't, but the chain of</p> <p>11 ownership, as I said, has plenty of assets. We could populate</p> <p>12 that entity with the signing of a pen and a phone call in a</p> <p>13 matter of minutes.</p> <p>14 Q Is it your testimony, sir, in this Court under oath</p> <p>15 that you have the authority to move money as you see fit to that</p> <p>16 entity or away from that entity?</p> <p>17 A I don't have the authority, but I have the ability.</p> <p>18 Q Okay. Now, the -- I want to turn your attention to the</p> <p>19 subject of obtaining a bank check for the auction that took</p> <p>20 place on February 27th, 2017.</p> <p>21 Do you recall testifying about that in response to</p> <p>22 Mr. Gonzalez's questions?</p> <p>23 A Yes.</p> <p>24 Q You talked about not being able to get a check from JP</p> <p>25 Morgan Chase that day, correct?</p>

Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes

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V6.0 2019

This Contract is Intended to be a Binding Real Estate Contract

Date of Lease	Term of Lease		Monthly Rent
	Lease Beginning Date	Lease Ending Date & Time	
05 / 16 / 2019	July 1/2019	June 30/2021	\$8,650 YEAR 1, \$8,905 YEAR 2

Leased Address (Premises):	2142 N Cleveland Ave, Chicago IL 60614
----------------------------	--

In consideration of the mutual covenants and agreements herein stated, Landlord(s) hereby leases to Tenant(s) and Tenant(s) hereby leases from Landlord(s) for use as a private dwelling only, the Premises, together with the fixtures and appliances listed below (if any) in the premises, for the above Term of Lease, subject to all the provisions of this Lease.

[Yes]	[No]	The following are incorporated into the Lease when indicated	
	<input checked="" type="checkbox"/>	A Security deposit is being held by Landlord (if any)	\$
If YES, must complete →		Illinois Financial Institution (Name and Address) where Security Deposit shall be or is held (if any)	
<input checked="" type="checkbox"/>		Non-Refundable Move-In Fee (if any)	\$1,000
<input checked="" type="checkbox"/>		Pets Permitted (description of any pet permitted during lease):	PET FEES APPLY
<input checked="" type="checkbox"/>		Parking included in lease (space number(s) if any):	2 CAR GARAGE
	<input checked="" type="checkbox"/>	Additional Storage Location (if any):	
	<input checked="" type="checkbox"/>	Furnished? If yes, attach Rider 23 - Furnished Lease Rider	
Rent shall include the following (check those that apply):		<input type="checkbox"/> Water <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Basic Cable <input type="checkbox"/> Satellite <input type="checkbox"/> Internet <input type="checkbox"/> Lawn Care <input type="checkbox"/> Snow Removal <input checked="" type="checkbox"/> Other TAXES	
Personal property owned and provided by Landlord (check those that apply):		<input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Microwave <input checked="" type="checkbox"/> Oven/Range <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Washer <input checked="" type="checkbox"/> Dryer <input checked="" type="checkbox"/> Other 2ND OVEN/RANGE, 2ND FRIDGE, 2ND W/D	
Landlord's Property Insurer (Required for properties with 4 units or more) (Name, Address, and Phone of Homeowner Insurance Company):			
Tenant's Property Insurer, if required by Landlord: (Name, Address, and Phone of Renter Insurance Company):			

Identification of Tenant(s):	
Name(s)	ATLAS HOLDINGS INVESTMENT LLC
Telephone:	
Email:	steven.ivankovich@atlasresidentialuk.com

Landlord(s) or Authorized Management Agent:	
Name(s):	URBAN AGGREGATE LLC FOR LOT 2142 LLC
Address:	1516 W CARROLL AVE CHICAGO IL 60607
Telephone:	312-841-6686
Email:	TRACY@URBANAGGREGATE.COM

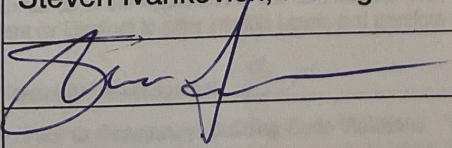
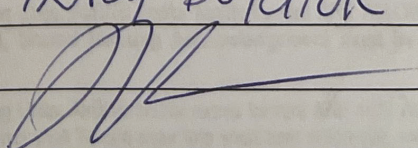
Name(s) of persons authorized to occupy premises:	
Jeanette Ivankovich, Steven Ivankovich, Honoria Ivankovich and Isidore Ivankovich	

Person authorized to Act on Behalf Of Owner for the Purpose of Service of Process and Accepting Notices:	
Name:	TRACY BOYCHUK, REGISTERED AGENT
Address:	1516 W CARROLL AVE, CHICAGO IL 60607
Telephone:	312-841-6686

Additional Agreements and Covenants:

SEE ATTACHED POLICIES. RENT TOTAL \$8,650 (\$8,500 + \$150 LANDSCAPING FEES) IN YEAR 1 AND \$8,905 (\$8,755 + \$150 LANDSCAPING FEES) IN YEAR 2 TO BE PAID IN 4 INSTALLMENTS PER ANNUM ON THE FOLLOWING SCHEDULE:
 DUE UPON SIGNING AND BEFORE JULY 1 = \$18,450 TO LOT 2142 LLC AND \$8,500 DUE TO @PROPERTIES
 BY OCT 1, 2019 = \$25,950
 BY JAN 1, 2020 = \$25,950
 BY APRIL 1, 2020 = \$25,950
 BY JULY 1, 2020 = \$26,715
 BY OCT 1, 2020 = \$26,715
 BY JAN 1, 2021 = \$26,715
 BY APRIL 1, 2021 = \$26,715

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, on the day first above written.

Tenant(s): SIGNATURE	Steven Ivankovich, Manager	Landlord(s): SIGNATURE	TRACY BOYCHUK
			

IMPORTANT: This is a Chicago Association of REALTORS® form lease and is not specifically tailored to the legal requirements of your particular situation. The applicable laws and regulations for residential leases frequently change and differ between municipalities. It is important that you consult with an attorney prior to using this lease.

Page 1 / 19

EXHIBIT**8**

RESIDENTIAL LEASE AGREEMENT

This agreement ("Lease"), dated Dec 18, 2021, is between Michael Sallander ("Landlord") and Atlas Apartment Acquisition, LLC ("Tenant").

TERM OF LEASE AGREEMENT

The Lease Agreement will begin on Dec 18, 2021 ("Lease Beginning Date") and will end on Mar 31, 2022 ("Lease End Date"), collectively referenced as the "Lease Term".

RENTAL PROPERTY

The Landlord agrees to rent to the Tenant the property described a fully furnished apartment located at 920 W George St, Chicago, IL, 60657, US Unit 3 which will be referred to in this Lease as the "Premises".

RENT DUE

- A. The amount of the rent is \$9,000 to be paid Monthly ("Rent").
B. The Rent is due in advance on or before the 1st day of each Month. The Rent Due Date is the date the Landlord must receive the Tenant's payment.

SECURITY DEPOSIT

The Landlord will transfer the Security Deposit of \$4,500 from the Guarantor's previous lease of the Premises dated from September 1st, 2021 - December 17th, 2021.

LANDLORD

The Landlord(s) and/or agent(s) is/are:

Name: Michael Sallander (Owner)

Email: mikesallander@gmail.com

Phone: +1(312)569-0524

Address: 920 W George St, Chicago, IL, 60657, US, 3

TENANT

The Tenant(s) is/are:

Name: Atlas Apartment Acquisition, LLC

Address: 55 E Monroe St Ste 3610 Chicago, IL 60603-0000

Email: steven.ivankovich@atlasresidentialusa.com

Phone: +1(855)224-2220

GUARANTOR

The Guarantor(s) is/are:

Name: Steve Ivankovich

Email: sivankovic@me.com

Phone: +1(312)315-4826

USE & OCCUPANCY OF PROPERTY

The only person(s) who may occupy the Premises are: Steven Ivankovich, Jeanette Haskett, Honoria Ivankovich, Isidore Ivankovich.

LEASE COVENANTS AND AGREEMENTS

APPLICATION

Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Landlord to enter into this Lease, and therefore constitutes a material covenant.

UTILITIES & SERVICES

Landlord will be responsible for the following utilities and services: Cable & Communication Services, Cable/Satellite, City Services, Electrical Services, Garbage Service, Gas Services, Internet, Landscaping, Laundry Services, Pest Control, Sewer, Water, Snow Removal. All utilities supplied by the Landlord are expected to be used in reasonable quantities, strictly for residential use.

LATE FEE

If the Rent or any other charges are not received by the Landlord on or before 5 days after the Rent Due Date, Tenant must pay a late fee of \$50 in addition to the rent ("Late Fee").

RETURNED BANK ITEMS

If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$50.00 fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a charge to a credit card, cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by credit card, cashier's check or money order.

LOCKOUT FEE

Should Tenants lock themselves out of the Premises, the Landlord or janitor may be called to gain entry when time permits. In this case a \$50.00 fee ("Lockout Fee") will be charged at the time of service. Only occupants stated on this Lease will be provided access to the apartment.

SECURITY DEPOSIT

If Landlord has accepted the Security Deposit to insure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within 45 days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured interest bearing account in a bank, savings and loan association, or other financial institution. Interest on the Security Deposit shall be paid at the rate set by the City Comptroller for security deposits held more than six months and may be paid to Tenant either directly or by credit in the form of a rent reduction. The Security Deposit shall not be allocated by Tenant toward payment of Rent.

EXHIBIT

9

CONDITION OF PROPERTY

- A. The Tenant acknowledges that the Tenant has inspected the Premises and at the commencement of this Lease, the interior and exterior of the Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Premises.
- C. The Tenant agrees to return the Premises to Landlord at end of the Lease in the same condition it was the beginning of the Lease.

TENANT INSPECTION PRIOR TO OCCUPANCY: BUILDING CODE VIOLATIONS

Tenant has inspected the Premises and all common areas of the property to which Tenant has lawful access during the Lease Term, and is satisfied with their general condition and appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning code violations, and copies of notices from any utility provider regarding termination of utility services.

TENANT RESPONSIBILITY REGARDING BED BUG INFESTATION

Tenant shall be responsible for all requirements and obligations set forth in the Municipal Code of Chicago deemed "Tenant Responsibility" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in the Municipal Code of Chicago concerning any duty, condition, or responsibility required of Tenant with regard to reporting, treatment, or cooperation with Landlord in regards to Bed Bug infestation.

TENANT MAINTENANCE OBLIGATIONS

Tenant shall maintain the Premises in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Lease Beginning Date, normal wear and tear excepted. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair and/or replace any damage to Landlord's property caused either directly by Tenant or by Tenant's negligence.

POSSESSION

Landlord shall deliver possession of the Premises to Tenant on the Lease Beginning Date. If Landlord is unable to deliver possession to Tenant on such date, this Lease shall remain in full force and effect except that the Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Premises or, upon written notice to Landlord, elects to terminate this Lease.

USE OF PREMISES

The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term.

Unless agreed to in writing by Landlord, no person may occupy the Premises unless listed in the Application. Neither Tenant nor any person in legal occupancy of the Premises shall perform or permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Lease Term shall more persons reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago.

Shared Housing Units, AirBNB and/or rooms for rent ARE NOT ALLOWED under this Lease. At no time shall Tenant enter into short-term subleases, rooms for rent, or AirBNB agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

SUBLEASE

Tenant shall not sublease this Lease without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord may require Tenant to enter a formal written sublease agreement. Any sublease of this Lease shall not release Tenant from Tenant's obligation hereunder, until the full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder. Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant.

ASSIGNMENT

Tenant shall not assign this Lease without the prior written consent of Landlord

NO ALTERATIONS

Tenant shall not make or cause to be made any alteration or addition to the Premises, without the prior written consent of Landlord, and shall under no circumstances install any additional lock or security device to the Premises or the property which could impair Landlord's access.

RIGHT OF ACCESS BY LANDLORD

Tenant shall permit reasonable access to Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with local statutes and ordinances, upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

RIGHT OF ACCESS TO SHOW PREMISES TO PROSPECTIVE TENANTS AND PURCHASERS

Landlord shall have the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. With such notice, Landlord shall also have the right to access the Premises to take photographs/video of the Premises for marketing purposes. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease, market, or sell the Premises, and Tenant shall be liable for any damages caused by breach of this provision.

VACATING THE PREMISES

Tenant must leave the Premises clean and vacant by 12 PM noon CT on the Lease End Date ("Move Out Time").

HOLDING OVER

Tenant shall be liable for double the Rent in the event that Tenant retains possession of all or any part of the Premises after the Move Out Time on the Lease Ending Date. Landlord may at its sole option, upon written notice to Tenant, create a month to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains possession of all or any part of the Premises after the Lease End Date and pays less than double the Rent and Landlord accepts payment, this shall become a month to month tenancy, and not a year to year tenancy, between Landlord and Tenant under the same terms and conditions of this Lease.

DAMAGES AND NEGLIGENCE

Tenant shall be liable for any damage done to the premises as a result of Tenant's or Tenant's invitees, guests, or others authorized to reside in the Premises direct action, negligence or failure to inform Landlord of repairs necessary to prevent damage to the Premises.

ABANDONMENT

The Premises shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant's possessions in the manner prescribed by law.

NOTICES

Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to Tenant, return receipt requested; or by posting it upon the Premises door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be sent by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (e-mail) to any e-mail address listed within this Lease Agreement. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.

DAMAGE OR DESTRUCTION

If the Premises or any part of the property is destroyed or damaged to an extent that makes the Premises uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Landlord does not undertake any covenant to repair or restore the Premises to a habitable condition.

TENANT'S PERSONAL PROPERTY

Except as provided by applicable law, Landlord shall not be responsible for the loss of any of Tenant's personal property in the Premises or on any part of the property. Tenant shall obtain insurance sufficient to cover all potential losses.

LANDLORD'S TITLE

Tenant shall commit no act which could in any way encumber Landlord's title to the property of which the Premises forms a part. In the event that Tenant does create or cause any encumbrance against the title, it shall be cured within five days after demand by Landlord. Any encumbrance created by Tenant shall constitute a material breach of this Lease. Tenant shall be liable to Landlord for all costs and damages incurred by Landlord, including all legal fees incurred as a result of any breach of this provision, to the extent permitted by statute or local ordinance.

LEGAL EXPENSES

Tenant shall be liable for all legal fees and costs incurred by Landlord as a result of Landlord's efforts to enforce any provision of this Lease, to the extent permitted by court rules, statute or local ordinance.

LITIGATION ESCROW

In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

SURRENDER OF POSSESSION

Tenant shall surrender possession of the Premises and return the keys to Landlord or Landlord's agent, immediately upon expiration of this Lease, or upon termination due to Tenant's breach. Surrender of possession shall also be deemed to have occurred if Tenant returns the keys to Landlord prior to the expiration of this Lease.

SUBORDINATION OF LEASE/ESTOPPEL

This Lease is subordinate to all mortgages upon the property of which the Premises forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation of Tenant's Lease status.

EMINENT DOMAIN

If all or part of the Premises or the property of which the Premises forms a part is condemned, expropriated or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated and Tenant shall not be entitled to any compensation.

HEIRS AND ASSIGNS

All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

ACCEPTANCE OF RENT AFTER TENANT BREACH

Except where a breach is for non-payment of rent, Landlord may accept rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's rights or remedies relative to any lawsuit that may be filed or in progress at the time of Tenant breach.

TIME OF THE ESSENCE

Time is of the essence for the payment of rent and the performance of each and every covenant, term, agreement and condition of this Lease, and Tenant shall be held in strict compliance with same.

SEVERABILITY

In the event that any provision, paragraph, rule or covenant contained in this Lease is deemed invalid or unenforceable, all remaining portions of this Lease shall survive and be construed in their entirety.

LANDLORD'S REMEDIES

All rights and remedies granted to Landlord hereunder shall be deemed distinct, separate and cumulative and the exercise of one or more thereof shall not waive, extinguish or preclude the exercise of any other right or remedy, unless same is specifically prohibited by court rules, statute or local ordinance. Tenant shall be required to comply strictly with all provisions, covenants and agreements hereunder, and no waiver shall be implied from Landlord's failure to exercise any of its rights or remedies.

NO ADDITIONAL ENERGY DRAINING DEVICES

Tenant is prohibited from installing any appliance or device to draw electricity, gas, or any other form of energy from any part of the property other than the Premises. Tenant shall further not install any devices which are not deemed ordinary household appliances or fixtures.

STORAGE

Tenant shall not be entitled to storage space outside the Premises, unless additional storage has been agreed upon in writing by Landlord.

JOINT AND SEVERAL LIABILITY

All persons executing this Lease shall be jointly and severally liable for the performance of each and every agreement, covenant and obligation hereunder.

RE-KEYING OF LOCKS UPON PRIOR TENANT VACATING

Tenant shall have the right to change or re-key the lock(s) to the Premises, and shall promptly provide notice thereof to Landlord. Tenant shall immediately provide Landlord a copy of the key to the new lock. In the event that Tenant fails to give Landlord the new key upon Landlord's request, such failure shall be deemed an act by Tenant of Material Non-Compliance under the terms of this Lease.

CRIMINAL ACTIVITY BY TENANT

If Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the lease and recover the leased premises.

ENDING OR RENEWING THE LEASE AGREEMENT

At the end of the Lease term, if the Landlord or the Tenant does not give any written notice to the other party to end this Lease, it will automatically continue on a month to month basis. To terminate this Lease at the end of the Lease term or any renewal thereof, the Landlord or the Tenant must give to the other party at least 90 days prior written notice before the last day of the Lease term or any renewal thereof.

GOVERNING LAW

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Illinois

LEASE GUARANTEE

Landlord under the Lease requires as a condition to its execution of the Lease that Guarantor guarantee the performance and obligations of Tenant under the Lease. Guarantor desires to have Landlord and Tenant enter into the Lease and therefore desires to guaranty Tenant's performance under the Lease as hereinafter provided.

Guarantor hereby covenants as follows:

1. **Guaranty:** Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord the full, faithful and prompt performance of all obligations imposed on Tenant by the terms of the Lease, including, but not limited to: (a) the payment of any and all Rent payable by Tenant under the Lease, and (b) the performance and observance of all the covenants, terms, conditions and agreements of the Lease to be performed and observed by Tenant. Guarantor does hereby become surety to Landlord for and with respect to all of the aforesaid obligations of Tenant under the Lease.
2. **Covenants:** If Tenant defaults in the payment of any Rent payable by Tenant under the Lease or in the performance of any of the covenants, terms, conditions and agreements contained in the Lease, Guarantor will immediately: (a) pay such Rent to Landlord and any arrears thereof; (b) faithfully perform and fulfill all of such covenants, terms, conditions and agreements; and (c) pay the Landlord all damages, costs and expenses that may arise in consequence of any default by Tenant under Lease incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty). This Guaranty is a primary, absolute, continuing and unconditional guaranty of payment and of performance and not of mere collection. Guarantor's liability hereunder is direct and may be enforced without Landlord being required to resort to any other right, remedy or security. The validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.
3. **Non-Release:** This Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or in any way impaired by: (a) any amendment or modification of, or supplement to, or extension or renewal (pursuant to an option granted, holding over, or otherwise) of the Lease (whether material or otherwise) or any assignment or transfer thereof, all of which Guarantor hereby consents to; (b) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Lease or this Guaranty or any waiver, consent or approval by Landlord with respect to any of the covenants, terms, conditions or agreements contained in the Lease or any indulgences, forbearance or extensions of time for performance or observance allowed to Tenant from time to time and for any length of time; (c) the voluntary or involuntary liquidation or dissolution of Tenant, the sale of substantially all of the assets of Tenant, the marshaling of assets on liabilities, receiverships, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganizations, arrangement, composition or readjustment of, or other similar proceeding affecting Tenant or any of Tenant's assets; (d) any limitation on the liability or obligation of Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision of any court; or (e) any extension, forbearance or leniency extended by Landlord to Tenant

RULES AND REGULATIONS

1. Unless permitted within this Lease Agreement, no animals are permitted on the property and in the Premises without Landlord's prior written consent, which consent is deemed a license revocable with 10 days written notice by Landlord.
2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for storage, recreation, congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.
3. Tenant shall not permit anything to be thrown out of the windows or from the balconies of the building.
4. No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area designated for same.
5. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.
6. No sign or advertisement shall be placed in, around or upon any area of the Premises or building without prior written consent of Landlord, which consent shall constitute a license revocable immediately upon written notice of Landlord.
7. No items of personal property shall be placed in, around or upon any common area of the building.
8. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas of the property.
9. No cooking, baking or similar activity is permitted outside the kitchen area. However, any liability or loss arising from the use or operation of a grill shall be borne by Tenant.

10. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Premises or the property without Landlord's written consent.
11. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.
12. No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or property of any building occupant, or of Landlord.
13. Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.
14. The use of water furniture is prohibited.
15. There is no smoking inside of the Premises. Cigarettes smoked outside must be disposed of properly and not discarded whatsoever on the Premises.
16. Tenant is responsible for the following maintenance items (but not limited to): changing batteries in smoke alarm, registering/connecting smoke alarm and maintaining connectivity, regularly changing furnace filters for units with forced air heat, using Tilex or similar product once a week on shower/bath to prevent mildew/mold, changing light bulbs, and changing water filters if applicable.
17. Tenant is responsible for purchasing a toilet plunger and resolving toilet clogs.
18. Tenant is required to purchase a renter's insurance policy.
19. Tenants are not permitted to keep charcoal grills on the premises, any charcoal grills and accessories/supplies found on the Premises will be disposed of. Gas grills are allowed, canisters from gas grills are to be properly disposed of by Tenant. Tenant is not to accumulate gas canisters on premises. As per city code no grilling on porches/balconies/etc.
20. Parties or any other type of gatherings are strictly prohibited on any deck or balcony or roof of the building. No more than five persons are to occupy any deck or balcony at any given time.
21. Rent payments must be made online, with the online and maintenance portal. An activation email will be sent out to the Tenant email address(es) that was provided/recorded on this Lease. Tenant assumes responsibility with confirming and providing updated email address to Landlord.
22. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

DISCLOSURES AND ACKNOWLEDGEMENTS

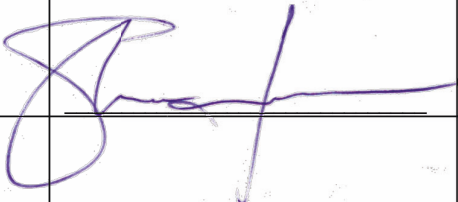

NOTICE OF CONDITIONS AFFECTING HABITABILITY

Tenant hereby acknowledge that Landlord has disclosed any code violations, code enforcements litigation and/or compliance board proceedings during the previous 12 months for the Premises and common areas and any notice of intent to terminate utility service, copies of which, if any, are attached to the lease.

Tenant hereby acknowledges receipt of the following:

1. City of Chicago Building Code Violations (if any)
2. Preventing Bedbug Infestations in Apartments Pamphlet
3. City of Chicago Residential Landlord and Tenant Ordinance Summary
4. Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits
5. Lead-Based Paint Hazard Disclosure (if any)
6. Protect Your Family From Lead in Your Home Pamphlet
7. Disclosure of Radon Hazards (if any)
8. Radon Testing Guidelines Pamphlet

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease.

Steve Ivankovich		Date signed: 12/16/21
Landlord		Date signed: Dec 15, 2021



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- inactive [IVANKOVICH, STEVEN](#) manager, inactive [HONORIA, LLC](#) (Illinois (US), 7 Jul 2009-) 135 REVERE DRIVE, NORTHBROOK, IL, 60062
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ATLAS LONGFELLOW ARMS, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ATLAS VISTAS OF PINNACLE PARK, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ATLAS MARIPOSA VILLAS, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) member, inactive [2519 HALSTED, LLC](#) (Illinois (US), 23 Mar 2016-) 2519 N HALSTED ST, CHICAGO, IL, 60614
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ALLIANCE HOLDINGS, L.L.C.](#) (Illinois (US), 1 Mar 1996-) 222 N LASALLE ST STE 800, CHICAGO, IL, 60601
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ATLAS APARTMENTS ACQUISITION LLC](#) (Illinois (US), 19 Feb 2014-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ATLAS SAVOY OF GARLAND, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ATLAS BRIDGES ON KINSEY, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ATLAS RESIDENTIAL MANAGEMENT, LLC](#) (Illinois (US), 17 Feb 2016-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- [IVANKOVICH, STEVEN](#) manager, [TYLER ATLAS, LLC](#) (Illinois (US), 12 Aug 2020-) 791 CRANDON BLVD, KEY BISCAYNE, FL, 33149
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ATLAS PARAMOUNT TERRACE, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ZIP, L.L.C.](#) (Illinois (US), 8 Nov 2000-31 Dec 2050) 221 N LASALLE ST STE 3700, CHICAGO, IL, 60601
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [ATLAS APARTMENTS DEVELOPMENT, LLC](#) (Illinois (US), 16 Jun 2017-) 55 E. MONROE ST., STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager, inactive [610 DREXEL, LLC](#) (Illinois (US), 15 Jul 2016-) 55 E. MONROE ST., STE. 3610, CHICAGO, IL, 60603
- [IVANKOVICH, STEVEN](#) manager, [GLENCOE FAMILY DWELLING LLC](#) (Illinois (US), 16 Aug 2016-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603

EXHIBIT
10

- inactive [IVANKOVICH, STEVEN](#) manager,  inactive [ATLAS APARTMENT HOLDINGS LLC](#) (Illinois (US), 25 Oct 2011-) 791 CRANDON BLVD, MIAMI, FL, 33149
- inactive [IVANKOVICH, STEVEN](#) manager,  inactive [GRUPPO C'E, LLC](#) (Illinois (US), 28 May 2009-) 135 REVERE DR, NORTHBROOK, IL, 60062
- inactive [IVANKOVICH, STEVEN](#) member,  inactive [REVEREND DR. DAN, LLC](#) (Illinois (US), 5 Apr 2016-) 2519 N HALSTED ST, CHICAGO, IL, 60614
- inactive [IVANKOVICH, STEVEN](#) manager,  inactive [ATLAS HUNTINGTON RIDGE, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager,  inactive [ATLAS APARTMENT HOMES LLC](#) (Illinois (US), 25 Oct 2011-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager,  inactive [CARIBBEAN WELLNESS INVESTMENTS LLC](#) (Illinois (US), 14 Apr 2011-) 135 REVERE DRIVE, NORTHBROOK, IL, 60062
- inactive [IVANKOVICH, STEVEN](#) manager,  inactive [ATLAS DORADO RANCH, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager,  inactive [ATLAS LEGENDS OF EL PASO, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager,  inactive [ATLAS STONEBRIDGE AT CITY PARK, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- inactive [IVANKOVICH, STEVEN](#) manager,  inactive [ATLAS RIVER OAKS, LLC](#) (Illinois (US), 14 May 2018-) 55 E MONROE ST STE 3610, CHICAGO, IL, 60603
- [Ivankovich, Steven](#) assistant secretary,  branch [Alliance SH 2 GP, Inc.](#) (North Carolina (US), 31 Aug 2000-) 221 North Lasalle Street, Chicago, IL, 60661
- inactive [STEVEN IVANKOVICH](#) secretary,  inactive branch [ALLIANCE CP GP, INC.](#) (Georgia (US), 15 May 2003-) 221 N. LASALLE ST., SUITE 3700, CHICAGO, IL, 60601
- inactive [STEVEN IVANKOVICH](#)  inactive branch [ALLIANCE GD OG GP, INC.](#) (Florida (US), 10 Mar 2000-) 221 N. LASALLE STREET, SUITE 3700, CHICAGO, IL 60601

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- 1 [COMPANY DIRECTOR](#)
- 3 [REAL ESTATE CEO](#)
- 2 [REAL ESTATE PROFESSIONAL](#)
- 109 [\[blank\]](#)

About us

- [About](#)
- [Blog](#)
- [Team](#)
- [Governance](#)
- [Jobs](#)

Using our data

- [Our data](#)
- [Our purpose](#)
- [Legal/Licence](#)
- [User/Cookie privacy policy](#)
- [Public records privacy policy](#)

Help

- [API Reference](#)
- [Glossary](#)
- [Status](#)

Contact

- [Twitter](#)

- [Medium](#)
- [Newsletter](#)
- [Problems with our data?](#)
- [Temporary redaction](#)

Impact

- [Impact](#)
- [Grants](#)



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- [My Account](#)
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- [← Previous](#)
- [2](#)
- [3](#)
- [4](#)
- [Next →](#)

Results per page [Enterprise users only](#)

Filter by jurisdiction

- 1 [California \(US\)](#)
- 55 [Florida \(US\)](#)
- 1 [Georgia \(US\)](#)
- 29 [Illinois \(US\)](#)
- 1 [Indiana \(US\)](#)
- 1 [North Carolina \(US\)](#)
- 20 [Texas \(US\)](#)
- 7 [United Kingdom](#)

Filter by position

- 4 [agent](#)
- 2 [assistant sec.](#)
- 1 [assistant secretary](#)

- 1 [chairman](#)
- 1 [chief executive officer](#)
- 14 [director](#)
- 2 [executive vice president](#)
- 1 [llp designated member](#)
- 26 [manager](#)
- 6 [managing member](#)
- 2 [member](#)
- 2 [owner](#)
- 7 [president](#)
- 11 [secretary](#)
- 13 [vice president](#)
- 22 [\[blank\]](#)

Filter by nationality

- 7 [AMERICAN](#)
- 108 [\[blank\]](#)

Filter by occupation

- 1 [COMPANY DIRECTOR](#)
- 3 [REAL ESTATE CEO](#)
- 2 [REAL ESTATE PROFESSIONAL](#)
- 109 [\[blank\]](#)

About us

- [About](#)
- [Blog](#)
- [Team](#)
- [Governance](#)
- [Jobs](#)

Using our data

- [Our data](#)
- [Our purpose](#)
- [Legal/Licence](#)
- [User/Cookie privacy policy](#)
- [Public records privacy policy](#)

Help

- [API Reference](#)
- [Glossary](#)
- [Status](#)

Contact

- [Twitter](#)
- [Medium](#)
- [Newsletter](#)
- [Problems with our data?](#)
- [Temporary redaction](#)

Impact

- [Impact](#)
- [Grants](#)



The Open Database Of The Corporate World

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- inactive [STEVEN IVANKOVICH](#) inactive branch [ALLIANCE GJ GP, INC.](#) (Florida (US), 27 Feb 2001-)
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- inactive [STEVEN IVANKOVICH](#) vice president, inactive branch [ALLIANCE GT 5 GP, INC.](#) (Florida (US), 28 Aug 2000-)
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- inactive [STEVEN IVANKOVICH](#) vice president, inactive branch [ALLIANCE OG PORTFOLIO I, INC.](#) (Florida (US), 23 Oct 1996-)
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- inactive [STEVEN IVANKOVICH](#) vice president,  inactive branch [ALLIANCE HD PORTFOLIO I, INC.](#) (Florida (US), 21 Jul 1997-)
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- [← Previous](#)
- [3](#)
- [4](#)
- [Next →](#)

Results per page [Enterprise users only](#)

Filter by jurisdiction

- 1 [California \(US\)](#)
- 55 [Florida \(US\)](#)
- 1 [Georgia \(US\)](#)
- 29 [Illinois \(US\)](#)
- 1 [Indiana \(US\)](#)
- 1 [North Carolina \(US\)](#)
- 20 [Texas \(US\)](#)
- 7 [United Kingdom](#)

Filter by position

- 4 [agent](#)
- 2 [assistant sec.](#)
- 1 [assistant secretary](#)
- 1 [chairman](#)
- 1 [chief executive officer](#)
- 14 [director](#)
- 2 [executive vice president](#)
- 1 [llp designated member](#)
- 26 [manager](#)
- 6 [managing member](#)
- 2 [member](#)
- 2 [owner](#)
- 7 [president](#)

- 11 [secretary](#)
- 13 [vice president](#)
- 22 [\[blank\]](#)

Filter by nationality

- 7 [AMERICAN](#)
- 108 [\[blank\]](#)

Filter by occupation

- 1 [COMPANY DIRECTOR](#)
- 3 [REAL ESTATE CEO](#)
- 2 [REAL ESTATE PROFESSIONAL](#)
- 109 [\[blank\]](#)

About us

- [About](#)
- [Blog](#)
- [Team](#)
- [Governance](#)
- [Jobs](#)

Using our data

- [Our data](#)
- [Our purpose](#)
- [Legal/Licence](#)
- [User/Cookie privacy policy](#)
- [Public records privacy policy](#)

Help

- [API Reference](#)
- [Glossary](#)
- [Status](#)

Contact

- [Twitter](#)
- [Medium](#)
- [Newsletter](#)
- [Problems with our data?](#)
- [Temporary redaction](#)

Impact

- [Impact](#)
- [Grants](#)



The Open Database Of The Corporate World

Officer's name Search

☐ Companies ☒ Officers

- [My Account](#)
- [Logout](#)

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- [← Previous](#)
- [4](#)
- [Next →](#)

Results per page [Enterprise users only](#)

Filter by jurisdiction

- 1 [California \(US\)](#)
- 55 [Florida \(US\)](#)
- 1 [Georgia \(US\)](#)
- 29 [Illinois \(US\)](#)
- 1 [Indiana \(US\)](#)
- 1 [North Carolina \(US\)](#)
- 20 [Texas \(US\)](#)
- 7 [United Kingdom](#)

Filter by position

- 4 [agent](#)
- 2 [assistant sec.](#)
- 1 [assistant secretary](#)
- 1 [chairman](#)
- 1 [chief executive officer](#)
- 14 [director](#)
- 2 [executive vice president](#)
- 1 [llp designated member](#)
- 26 [manager](#)
- 6 [managing member](#)

- 2 [member](#)
- 2 [owner](#)
- 7 [president](#)
- 11 [secretary](#)
- 13 [vice president](#)
- 22 [\[blank\]](#)

Filter by nationality

- 7 [AMERICAN](#)
- 108 [\[blank\]](#)

Filter by occupation

- 1 [COMPANY DIRECTOR](#)
- 3 [REAL ESTATE CEO](#)
- 2 [REAL ESTATE PROFESSIONAL](#)
- 109 [\[blank\]](#)

About us

- [About](#)
- [Blog](#)
- [Team](#)
- [Governance](#)
- [Jobs](#)

Using our data

- [Our data](#)
- [Our purpose](#)
- [Legal/Licence](#)
- [User/Cookie privacy policy](#)
- [Public records privacy policy](#)

Help

- [API Reference](#)
- [Glossary](#)
- [Status](#)

Contact

- [Twitter](#)
- [Medium](#)
- [Newsletter](#)
- [Problems with our data?](#)
- [Temporary redaction](#)

Impact

- [Impact](#)
- [Grants](#)